

TO:

Honorable Chairperson Barbara Carey-Shuler, Ed. D.

and Members Board of County Commissioners

DATE:

December 16, 2003

FROM:

Google Monigors
County Manager

SUBJECT:

Contract Award

Recommendation for

Marketing

and Public Relations

Services

for Miami-Dade Transit - RFP No. 345 - Contract

No. TA02-MPR

This item was approved by the Transportation Committee at its meeting of November 13, 2003 with two amendments. The amendments are included in this document. They reflect that the contract award recipients have five years of relevant experience, not three, and that the County will pursue state and federal funding as well as utilizing local funds

This Contract Award Recommendation between Carmen Morris Associates, Inc. and Creative Ideas Advertising, Inc. Joint Venture and Miami-Dade County has been prepared by Miami-Dade Transit (MDT) and is recommended for approval:

**PROCUREMENT PROCESS:** 

Request for Proposals (RFP).

RFP TITLE:

Marketing and Public Relations Services for Miami-

Dade Transit.

RFP No.:

345.

RFP LOCATION:

Countywide.

RFP DESCRIPTION:

On April 15, 2002 a Request for Proposals (RFP No. 345) was issued to obtain a marketing and public relations services contract for Miami-Dade Transit. The contracting approach to this procurement is to award non-exclusive blanket contracts to multiple qualified marketing and public relations service providers. As MDT identifies the need for individual services, all MDT's marketing

Honorable Chairperson Barbara Carey-Shuler, Ed. D. and Members Board of County Commissioners Page 2

and public relations service providers will be invited to submit proposals. A Work Order may then be issued to the firm offering the best proposal. Award of the contracts will not guarantee any work but enables the County to issue Work Orders as needed, at a competitive price.

In order to qualify as a MDT marketing and public service providers, proposers relations experience and evaluated based on their management resources. At a minimum, either the organization or its principal had to have documentation of at least five years of recent and relevant experience in providing marketing and public relations services. minimum This requirement has been established by Miami-Dade County to ensure the provision of quality marketing and public relations services by an experienced provider.

A total of three (3) proposals were received in response to RFP No. 345. Two are being recommended for award as members of the Marketing and Public Relations Services Pool. They are:

Carmen Morris & Associates, Inc. and Creative Ideas Advertising, Inc. Joint Venture. Kelley Swofford Roy, Inc.

The other proposer, Pfeffer and Associates, Inc., d/b/a What a Concept!, was found non-responsive by the County Attorney's Office due to non-compliance with the RFP's DBE requirements.

Carmen Morris Associates, Inc. and Creative Ideas Advertising, Inc. Joint Venture is recommended as a member of the pool of the marketing and public relations services contractors for Miami-Dade Transit. The award for Kelley Swofford Roy, Inc is presented as a separate item in today's agenda.

Honorable Chairperson Barbara Carey-Shuler, Ed. D. and Members Board of County Commissioners Page 3

> The selected firm(s) will be expected to undertake specific activities to educate the community regarding transit issues and set the tone for a new image and acceptance of public transportation among Miami-Dade County residents. Strategies will be targeted at specific segments of the

> community to significantly increase the number of

transit users and supporters.

**CONTRACT TERM:** 

Two years.

**OPTION TO RENEW:** 

The County Manager shall have the right to exercise the option to renew (OTR) this contract for a period of two (2) additional years on a year-to-year basis.

**BCC APPROVAL TO ADVERTISE:** 

The Board of County Commissioners approved The Request to Advertise for this contract on March 26, 2002 under Agenda Item No. 6 (I)(3)(A).

ART IN PUBLIC PLACES:

Not Applicable

PRIME CONTRACTOR:

Carmen Morris & Associates, Inc. and Creative Ideas

Advertising, Inc. Joint Venture

**SUBCONTRACTORS:** 

AfroVision & World Printing

**COMPANY PRINCIPAL:** 

Carmen Morris, President

**LOCATION OF COMPANY:** 

15074 S.W. 127th Court Miami, Florida 33186

YEARS IN BUSINESS:

26 years

**PREVIOUS CONTRACTS** 

WITH COUNTY:

None.

**USING AGENCY:** 

Miami-Dade Transit.

Honorable Chairperson Barbara Carey-Shuler, Ed. D. and Members Board of County Commissioners Page 4

**CONTRACT AMOUNT:** 

Share of a \$2,000,000.00 pool (over the four year contract term); work orders to be issued as needed. However, no guarantee is made to the level of services that will be requested nor is there a guarantee of any dollar amount to be expended.

**FUNDING SOURCES:** 

Local Funds. The half-penny transit surtax may be utilized for this contract after the contract is Citizens' Independent approved by the Transportation Trust (CITT) or, if disapproved by the CITT, surtax funds may be used as a result of a two-thirds override of the entire membership of the Board of County Commissioners. MDT will utilize available federal and/or state grants on a per project basis, as such funding becomes available.

**IPSIG CONTRIBUTION:** 

Not Applicable.

**INSPECTOR GENERAL:** 

Provisions Included. Due to conflict with federal procurement guidelines, the Inspector General Fees are excluded.

APPROVED FOR LEGAL

SUFFICIENCY:

Yes.

FEDERAL DBE GOAL:

In compliance with regulations procedures of the Federal Transit Administration, MDT established a goal of ten percent (10%) for Disadvantaged **Business** participation by Enterprises.

INFORMATION DBE **ACHIEVED AT AWARD:** 

10%.

Surface Transportation Manager

TO:

Hon. Chairperson Barbara Carey-Shuler, Ed.D. and Members, Board of County Commissioners

DATE:

December 16, 2003

FROM:

Robert A. Ginsburg County Attorney

SUBJECT: Agenda Item No. 7(J)(1)(A)

Please no	ote any items checked.
	"4-Day Rule" ("3-Day Rule" for committees) applicable if raised
	6 weeks required between first reading and public hearing
	4 weeks notification to municipal officials required prior to public hearing
	Decreases revenues or increases expenditures without balancing budget
	Budget required
	Statement of fiscal impact required
	Bid waiver requiring County Manager's written recommendation
	Ordinance creating a new board requires detailed County Manager's report for public hearing
	Housekeeping item (no policy decision required)
	No committee review

Approved _	 Ma	<u>yor</u>	Agenda Item No.	7(J)(1)(A)
Veto			12-16-03	
Override				
	RESOLUTION	NO		

RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT WITH CARMEN MORRIS & ASSOCIATES AND CREATIVE IDEAS ADVERTISING, INC. JOINT VENTURE FOR PROVISION OF MARKETING AND PUBLIC RELATIONS SERVICES; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE RENEWAL AND CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Contract between Miami-Dade County and Carmen Morris & Associates and Creative Ideas Advertising, Inc. Joint Venture, as a member of the pool of Marketing and Public Relations Service providers, for an aggregate total compensation ceiling not to exceed \$2,000,000.00, which may be allocated amongst all members of said pool as may be determined by the County Manager or his designee, in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County, Florida; and to exercise the renewal and cancellation provisions contained therein.

Agenda Item No. 7(J)(1)(A) Page No. 2

The foregoing resolution was offered by Commissioner moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

, who

Dr. Barbara Carey-Shuler, Chairperson Katy Sorenson, Vice-Chairperson

Bruno A. Barreiro Betty T. Ferguson Joe A. Martinez Dennis C. Moss Natacha Seijas Jose "Pepe" Diaz Sally A. Heyman

Jimmy L. Morales
Dorrin D. Rolle
Rebeca Sosa

Sen. Javier D. Souto

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of December, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as to form and legal sufficiency.

Bruce Libhaber

#### Contract No. TA02-MPR

HIS AGREEMENT made and entered into as of this day of by and between Carmen Morris Associates, Inc.	and
reative Ideas Advertising, Inc., a joint venture organized and existing under the	laws of
e State of Florida, having its principal office at	
ereinafter referred to as the "Contractor"), and Miami-Dade County, a political	
ubdivision of the State of Florida, having its principal office at 111 N.W. 1st Stre	et,
iami, Florida 33128 (hereinafter referred to as the "County"),	

#### WITNESSETH:

WHEREAS, the Contractor has offered to provide marketing and public relations services for Miami-Dade Transit and the Office of Transportation Management (OPTM), on a non-exclusive and as needed basis, which shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 345 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated May 17, 2002, hereinafter referred to as the "Contractor's Proposal" which is incorporated by reference herein; and,

WHEREAS, the County desires to procure from the Contractor such marketing and public relations services for Miami-Dade Transit, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

#### ARTICLE 1. <u>DEFINITIONS</u>

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 345 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective, which shall be the date set forth above.
- c) The words "Contract Manager" to mean Miami-Dade Transit Director, or his duly authorized representative.
- d) The word "Contractor" to mean Carmen Morris Associates and Creative Ideas Advertising, Inc., joint venture, and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the person designated by the MDT Director to administer this Contract on behalf of the County.
- The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The words "Work", "Services" "Program", or "Project" to mean all matters and

things required to be done by the Contractor in accordance with the provisions of this Contract.

### ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. 345 and any associated addenda and attachments thereof, 4) Proposer's Best and Final Offer and 5) the Contractor's Proposal.

## ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

## ARTICLE 4. NATURE OF THE AGREEMENT

- a) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- The Contractor acknowledges that this Agreement requires the performance of all things necessary for, or incidental to, the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Contract Manager.
- d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to

act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### ARTICLE 5. CONTRACT TERM

The term of this Contract shall be two (2) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for two (2) additional years on a year-to-year basis.

#### **Limited Contract Extension**

Any specific Work Order which commences prior to the termination date of this agreement and which will extend beyond the termination date shall, unless terminated by the County, continue until completion at the same prices, terms and conditions as set forth herein.

#### ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax and followed with delivery of hard copy; and in any case addressed as follows:

#### (1) To the County

Roosevelt Bradley, Director Miami-Dade Transit 111 N.W. First Street Suite 910 Miami, Florida 33128-1999

## (2) To the Contractor

Carmen Morris & Associates, Inc. And Creative Ideas Advertising, Inc. Joint Venture

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

## ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under any potential Work Order issued as a result of this Contract. The compensation for Work and Services performed under this Contract shall be as follows:

In the execution of a Work Order, the Contractor shall provide pricing as stated below.

The anticipated compensation shall be further defined in the Work Order, which may include other items not included below, and as specified in the Work Order for the specific projects:

ITEM	CLASSIFICATION		RATE	
1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 12. 13. 14. 15. 16. 17.	Artist Copywriter Proof Reading Creative/Concept Development Art Direction Production Supervision Photography Video Production Special Event, Planning and Manager Media Planning, Production and Place Marketing Research Website Design Website Maintenance Filming/Video Production Supervision Storyboard Creation Translations Commission Percentage	ement	\$75 \$75 \$25 \$100 \$85 \$40 gnment \$55 \$55 \$75 \$55 \$75 \$55 \$70 \$55 \$10% 10%	Per hour
Dladas	M/SII annum Dublic Co		1.5/6	out of pocket expenses

Pledge – Will secure Public Service Announcement/Added value on any all broadcast media buys.

The Contractor may offer incentive discounts to the County at any time during the contractual term and any extensions thereof.

The total compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall not exceed the total amount of \$2,000,000.00. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor. The County makes no guarantees as to whether any Work Order will be awarded under the terms of this Contract.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

5

#### ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract including, any option years; however, the Contractor may offer incentive discounts to the County at any time during the contractual term and any extensions thereof.

## ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once each month, upon invoices certified by the Contractor. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County and shall show the County's contract number. All payments shall be governed by the provision of the Florida Prompt Payment Act. Payment will be made within thirty (30) days after receipt by the County of properly prepared and documented invoices submitted in accordance with the Florida Prompt Payment Act, and Section 2-8.1.4 of the Miami-Dade County Code.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

If by mail:

Miami-Dade Transit Accounts Payable P.O. Box 010791 Miami, Florida 33101-0791

If by courier:

Miami-Dade Transit Accounts Payable 111 N.W. 1<sup>st</sup> Street, Suite 910 Miami, Florida 33128

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

## ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable,

including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Prior to the commencement of this Contract, the Contractor shall, furnish to Miami-Dade Transit, Materials Management, 3401 N.W. 31 Street, Miami, Florida 33142, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

- 1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- 2. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- 3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certification holder.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

## ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used-in this Article shall not require the termination and or demotion of such Contractor's personnel.
- The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said

- d) personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

# ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

## ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

# ARTICLE 14. <u>AUTHORITY OF THE COUNTY'S PROJECT MANAGER</u>

The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- In the event of such dispute, the parties to this Agreement authorize the Contract Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Contract Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Contract Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The Contract Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Contract Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Contract Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the Contract Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The Contract Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

## ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

# ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope Of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

#### ARTICLE 17. AUDITS

The Contractor agrees that the County or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Agreement.

The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

## ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

## ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof

without the prior written consent of the County.

#### ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

# ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

#### ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

# ARTICLE 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
  - i. stop work on the date specified in the notice ("the Effective Termination Date");
  - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

- iii. cancel orders:
- iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services:
- v. take no action which will increase the amounts payable by the County under this Agreement; and
- e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
  - i. portion of the Services completed in accordance with the Agreement and the Work Order up to the Effective Termination Date; and
  - ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and Work Order and has been specifically developed for the sole purpose of this Agreement Work Order but not incorporated in the Services.
- f) All compensation pursuant to this Article are subject to audit.

## ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
  - i. the Contractor has not delivered Deliverables on a timely basis.
  - ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
  - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
  - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
  - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
  - vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
  - vii. the Contractor has failed in the representation of any warranties stated

21

herein.

- When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:
  - i. treat such failure as a repudiation of this Agreement;
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

### ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

## ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- i. lost revenues:
- the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,
- iii. such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default.

The County may also bring any suit or proceeding for specific performance or for an

injunction.

## ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.
- e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

## ARTICLE 28. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the

County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

## ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the contractors will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's

property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

#### ARTICLE 30. PROPRIETARY RIGHTS

- The Contractor hereby acknowledges and agrees that the County retains all a) rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere

herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

#### ARTICLE 31. BUSINESS APPLICATION AND FORMS

Business Application The Contractor shall be a registered vendor with the County – Department of Procurement Management - Bids and Contracts Section, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hot line at 305 579-2593.

## ARTICLE 32. <u>INSPECTOR GENERAL REVIEWS</u>

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the Consultant is aware that the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Consultant shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Consultant's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Consultant, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Consultant in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Consultant or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Consultant, its officers, agents and employees, lobbyists, County staff and elected officials to insure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Consultant from the Inspector General or IPSIG retained by the Inspector General, the Consultant shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Consultant's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance

proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

## ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- i) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- ii) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.
- iii) Environmental Protection Agency (EPA), as applicable to this Contract.
- iv) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- v) "Conflicts of Interest" Section 2-11 of the County Code and Ordinance 00-1 pertaining to County employees, and "Employment Discrimination."
- vi) Section 948.15(4), Florida Statutes.
- vii) Miami-Dade County Code Section 10-38 "Debarment".
- viii) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- ix) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

#### ARTICLE 34. NON-DISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County and signing the Disability Nondiscrimination Affidavit attached hereto (see Form A-4), the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

## ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement. In compliance with the Federal Transit Administration (FTA) Circular 4220.1D, immediate family is defined as parents, wife, husband, children, and brothers and sisters.
- b) There are no undisclosed persons or entities interested with the Consultant in this Agreement. This Agreement is entered into by the Consultant without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through the Consultant directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or consultant to the Consultant or to the best of the Consultant's knowledge any subcontractor or supplier to the Consultant.
- Neither the Consultant nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Consultant shall have an interest which is in conflict with the Consultant's faithful performance of its obligation under this Agreement;

provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Consultant provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event the Consultant has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Consultant shall promptly bring such information to the attention of the County's Project Manager. The Consultant shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions the Consultant receives from the Project Manager in regard to remedying the situation.

### ARTICLE 36. INTENTIONALLY OMITTED

### ARTICLE 37. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

## ARTICLE 38. <u>INTENTIONALLY OMITTED</u>

## ARTICLE 39. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

#### ARTICLE 40. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the contractor has with the County, the contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the contractor under federal bankruptcy law or any state insolvency law.

#### ARTICLE 41. CONTRACT AWARD

The County makes no guarantees as to the number, frequency, dollar values and time duration of Work Orders; or whether any Work Order will be awarded under the terms of this Contract. All projects during the contract period will be administered exclusively by Miami-Dade Transit and will be on an "as needed" basis. The Contractor shall assume no guarantees as to the number or frequency of work assignments or the amount of payments under the terms of this Contract.

#### ARTICLE 42. NON-EXCLUSIVITY

The County reserves the right to solicit at any time vendors wishing to participate in the provision of these services at the sole discretion of the County. The County further retains the right to enter into contractual arrangements with other parties for the performance of these services.

#### ARTICLE 43. AFFIRMATIVE ACTION REQUIREMENTS

The Affirmative Action Requirements contained in Appendix B shall apply to this Contract.

ARTICLE 44. <u>Intentionally Omitted</u>

## ARTICLE 45. <u>Waivers</u>

No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it in this Contract, it shall not be necessary to give any notice, other than notice as may be herein expressly required. In the event any provision contained in this Contract should be breached by the Contractor and thereafter duly waived by the County, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver, amendment, release or modification of this Contract shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the County.

## ARTICLE 46. METHOD OF AWARDING WORK ORDERS

Following contract award and periodically during the term of this Contract, as the County identifies the specific needs for marketing and public relations services, all marketing and public relations contractors may be notified and invited to offer a work proposal for the specific service(s) to be performed. The County will select the best work proposal based on the Technical Qualification Statement and work scope. Suitable fees, staffing requirements, operating parameters and schedules will be negotiated between the County and the selected Proposer. The County reserves the right to reject any and all offers. The award to one Contractor of a work order does not preclude the ability of remaining marketing and public relations contractors from submitting offers for other specific solicitations.

The Contractors' submission shall be in written form and must be received at the location and by the time indicated in the original notice. The County shall afford a minimum of five (5) working days to all marketing and public relations contractors to submit a response.

The successful Contractor shall be verbally notified of its award. Written confirmation in the form of a Work Order shall be subsequently submitted to the Contractor by the County.

#### ARTICLE 47. WRITTEN CHANGE ORDERS

Oral change orders are not permitted. No change in this Contract shall be made unless the Contract Manager gives his prior written approval. Therefore, the Contractor shall be liable for all costs resulting from, and/or for, satisfactorily correcting any specification change not properly ordered by written modification to the Contract and signed by the Contract Manager.

At that time, a detailed written change order, detailing the modifications, shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the contract disputes clause. Regardless of any disputes, the Contractor shall proceed with the work specified in the written change order.

## ARTICLE 48. <u>CHANGE ORDER PROCEDURE</u>

A written change order request can be originated by MDT or the Contractor. Within thirty (30) calendar days after receipt of a written change order request to modify the Contract, the Contractor shall submit to the Contract Manager a detailed price and schedule proposal for the work to be performed. This Proposal shall be accepted, rejected, or modified by negotiations between the Contractor and the Contract Manager. At that time, a detailed written change order, detailing the modifications, shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the contract disputes clause. Regardless of any disputes, the Contractor shall proceed with the work specified in the written change order.

#### ARTICLE 49. LITIGATION

This Contract shall be construed in accordance with the laws of the State of Florida. Any litigation between the parties arising out of, or in connection with this Contract shall be initiated either in the court system of the State of Florida or in the United States District Court for the Southern District of Florida.

#### ARTICLE 50 FEDERAL PROVISIONS

This Procurement is subject to a financial assistance contract between Miami-Dade County (MDC) and the U.S. Department of Transportation (DOT). By reason of such participation, the Contractor is required to agree to the following provisions:

#### No Government Obligation to Third Parties

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## Incorporation of Federal Transit Administration (FTA) Terms

The general contract provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MDC requests which would cause MDC to be in violation of the FTA terms and conditions.

## Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract (Form FTA MA (2) dated October, 1998) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### Interest of Members of, or Delegates to, Congress:

No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom (41 U.S.C. 22).

#### Conflict of Interest:

No employee, officer, or agent of MDC shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer or agent;
- b. Any member of his immediate family. In compliance with the Federal Transit Administration (FTA) Circular 4220.1D, immediate family is defined as parents, wife, husband, children, and brothers and sisters.
  - c. His or her partner; or
  - d. An organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

MDC's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contracts, potential contractors, or parties of subcontracts.

#### Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that

the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### Energy Conservation:

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.).

## Recycled Products/Recovered Materials

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

#### Clean Water

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

#### Privacy Act

The Contractor agrees to comply with, and assures the compliance of its employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

#### Clean Air

The Contractor agrees to comply with all applicable standards, orders or requirements issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and



agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

# Certification Regarding Debarment, Suspension and Other Responsibility Matters - Lower Tier Covered Transactions (Third Party Contracts)

- 1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out in "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower tier Covered Transaction" in Exhibit FED-DB1.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MDC may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to MDC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," " lower tier covered transaction," "participant," "persons," "principal," "proposal," and "voluntarily excluded," as Coverage sections or rules implementing Executive Order 121549 [49 CFR Part 29]. You may contact MDC for assistance in obtaining a copy of these regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MDC.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered
- Transaction", and the certification form, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each

participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

- 8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MDC may pursue available remedies including suspension and/or debarment.

## "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

- 1) The prospective Lower Tier Participant certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 C.F.R. 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) If the prospective Lower Tier Participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## Lobbying Certification and Disclosure Statements:

In accordance with 31 U.S.C. 1352, and U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, the Contractor must have provided a certification to the Procuring Agency that the Contractor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their appropriate officials, as of the date first above written.

ATTEST: By:	Carmen Morris & Associates, Inc. Creative Ideas Advertising, Inc. Joint Venture  By:  President  (Title)
By: Jany Jany	(SEAL)  By:  Asessert  (Title)
	(SEAL)
ATTEST:	MIAMI-DADE COUNTY, a political subdivision of the State of Florida
HARVEY RUVIN, CLERK	By Its Board of County Commissioners
By:Deputy Clerk	By:County Manager
- Deputy Cierk	County Manager
	(SEAL)
Approved by County Attorney as To form and legal sufficiency	

ACKNOWLEDGMENT:
STATE OF ———————————————————————————————————
COUNTY OF DADE SS:
Before me personally appeared Camed Mons and Martea Gutierrer, to me
well known and known to me to be the individuals described in and two executed the foregoing instrument, as  President and Wattre Guturer President of the above named Guturer President of the above named Maris President and Maris President of the above named Maris President President and Maris President of the above named Maris Associates In Country a University Toint Venture, and severally acknowledged that they executed such instrument as such Country The Toint Venture, and severally acknowledged that they executed such instrument as such Country Maris President, instrument as such President, respectively, of said Joint Venture, and that the
seal affixed to the foregoing instrument is the corporate seal of said Joint Venture and that it was affixed to said
instrument by due and regular corporate authority, and said instrument is the free act and deed of said Joint Venture.
WITNESS my hand and official seal, this ————————————————————————————————————
Notary Commission & DO0218011 Expires 9/14/2007 Bonded through State of wassurpersumment at large My Commission expires

## APPENDIX A SCOPE OF SERVICES

### SECTION 2.0 - SCOPE OF SERVICES

## N ARKETING AND PUBLIC RELATIONS

#### 2.1 INTRODUCTION/BACKGROUND

The purpose of this Contract is to select an experienced and qualified firm to provide marketing and public relations services for Miami-Dade Transit, on a non-exclusive and as-needed basis. The County will utilize a Work Order process to define and describe the parameters for individual projects. Miami-Dade Transit shall be the only County department authorized to issue Work Orders under this Contract.

The Contractor shail, upon award o the Contract, prepare and implement a proactive marketing and public relations plan emphasizing the advantages and contributions of public transportation in Miami-Dade County. The objective is to position public transportation as part of the overall solution to traffic congestion through an aggressive marketing and public relations program. The ultimate goal is to obtain community endorsement and support for public transportation initiatives. Campaigns shall contain messages that are multi-ethnic and tailored to reach all segments of the community.

The County may, at its sole option and best interest, require the Contractor to submit proof as to their own qualifications and that of their employees, including subconsultants, to provide services or any specific project, as part of the consideration by the County to award this Contract.

#### 2.2 SERVICES TO BE PROVIDED

The selected firm shall perform a w de variety of marketing and public relations services for the County. The list below provides an overview of the services that will be required. Other marketing and public relations related services might be required ciuring the life of the Contract which are not listed below. The selected firm will coordinate all public relations efforts with the contract administrator, providing periodic updates and obtaining prior approval before relegising materials or information.

#### A. Full Service

- The Contractor shall prepare, within no more than 30 days from the award of the Contract, a comprehensive marketing and public relations plan outlining objectives and strategies for the achievement of goals as established by the County.
- Update the plan as needed, or at the request of the County.
- Conceptualize, plan and execute marketing and public relations campaigns.
- Provide all production services associated with the execution of campaigns.
- Provide monthly reports detailing all financial transactions and progress of requested projects.
- Provide a detailed cost es imate of any service requested under this Contract and obtain Contract Administrator's approval prior to project execution.
- Provide creative consultation to include the provision of three (3) alternate creative approaches for each promotional piece, TV public service announcement, or complete campaign.
- Conduct market research as needed in support of advertising campaigns and public relations efforts or at the request of the County. Prior approval shall be obtained from the Contract Administrator.
- Make available to the County media research to which the Contractor subscribes at no cost to the County.

- Identify and initiate business negotiations for joint advertising agreements between the County and private corporations and other entities, subject to approval by the County Contract Administrator.
- Assist the County in the negot ation of third party business agreements.
- Upon prior notice by the County, attend and assist the County at public meetings, workshops and events.
- Provide bookkeeping and secretarial services, as necessary, to originate and support advertising and promotional efforts.

#### B. Production Services

- Production services include, but are not limited to, conceptualization, copywriting, broadcast-quality video, artwork preparation, supervision, quality control, procurement and print-ready artwork in appropriate electronic formats, and other services as requested by the County.
- Subcontracting services may include, but are not limited to, photographers, talent, models, illustrators, audio-visual production groups, reproduction of materials, translators, printers, and other technical materials as requested and approved by the County.
- The selected firm shall be responsible for its subcontractors and subconsultants meeting all applicable local, state and federal regulations. The selected firm shall obtain prior approval from the County for any services to be provided by a subcontractor or subconsultant.

#### C Media Services

Research information and prepare press releases as required to update the public on new transit services and to increase awareness of transit as a community benefit. The selected firm shall obtain prior approval from the Cont act Administrator before releasing information to the media.

Arrange for news conferences and media events, which include but are not limited to notification, media staging, site selection, press kits, and VIP interviews.

Coordinate telephone interviews, radio call-ins, story follow-up, editorial responses, editorial board reviews, participation in local access cable and radio with prior approval of the Contract Administrator.

Draft and place articles and advertorials in trade publications, as well as local and national print media in support of public relations campaigns.

Arrange for public meetings including media ad placement, community calendars, and flyer distribution.

## D. Media Purchasing and Placement

- Upon authorization by the County, the Contractor shall provide media services, which includes
  advertising placement, trad >-out space, and the negotiation of public service time available in suitable
- The Contractor shall ender vor to negotiate and secure the most advantageous media rates available, secure proofs of insertion, and pay invoices on time for all media contracted. The Contractor must have sufficient resources to purchase and pay for contracted media services that the County has previously approved.
- The Contractor will check and audit all invoices for completeness and accuracy before presenting them to the County, and review all contracts with the various media for performance and effectiveness.

## E. Promotion and Program Coordination

The Contractor shall implement and coordinate special promotions or promotional programs as requested by the County. The promotions may include, but are not limited to, community events, concerts, concert services and support, coupon distribution, onsite broadcasts and telecasts, cooperative advertising, and other similar activities.

## F. Strategic or Tactical Concept Development

• The Contractor shall create feasible alternatives to accomplish long and short-term goals, which may include advertising promotions, publicity, community outreach, and market research.

## 2.3 ESTIMATED PERCENTAGES OF SERVICES TO BE PROVIDED

A. Full Service	- 60%
B. Production Services	- 10%
C. Media Services	- 10%
D. Media Purchasing and Pla :ement	- 5%
E. Promotion and Program Coordination	- 10%
F. Strategic or Tactical Concept Development	- 5%

# APPENDIX B AFFIRMATIVE ACTION REQUIREMENTS

#### MIANI-DADE TRANSIT

#### **REQUEST FOR PROPOSALS**

#### Marketing & Public Relations Services

#### **RFP 345**

#### AFFIRMATIVE ACTION REQUIREMENTS

#### TABLE OF CONTENTS

## SECTION !. DEPARTMENT OF LABOR - AFFIRMATIVE ACTION REQUIREMENTS

#### SECTION II: EQUAL OPPORTUNITY/NONDISCRIMINATION

- A. Equal Employment Opportunity
- B. Discrimination Prohibited
- C. Nondiscrimination
- D. Disability Nondiscrimination

#### SECTION III: DISADVANTAGED BUSINESS ENTERPRISE/AFFIRMATIVE ACTION REQUIREMENTS

- A. DEFINITIONS
  - 1. Affirmative Action
  - 2. Bidder
  - 3. Board
  - 4. Challenge
  - 5. Commercially Useful Function
  - 6. Compliance Monitor
  - 7. Contract
  - 8. Contract Goal
  - 9. Contract Price
  - 10. Contracting Officer
  - 11. Contracting Opportunity
  - 12. Disadvantaged Business Enterprise
  - 13. DBE Certification Letter
  - 14. DBE Contractor Identification Statement
  - 15. DBE Directory
  - 16. DBE Contractor Unavailability Certification..
  - 17. Goal
  - 18. Letter of Intent
  - 19. Manufacturer
  - 20. MDC
  - 21. Notice of Opportunity to Meet with Contracting Officer .
  - 22. Primary Recipient
    - 23. Qualified
    - 24. Recipient
    - 25. Regular Dealer
    - 26. Socially and Economically Disadvantaged Individuals
    - 27. Schedule for Participation by DBE Contractors
    - 28. Subrecipient

Marketing and Public Relations Services RFP 345

AFFIRMATIVE ACTION REQUIREMENTS
REVISED 2/28/2001 Page 1 of 29

REVISED 2/20/20

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- 29. Successful Bidder
- 30. Transit Vehicle

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- 31. Transit Vehicle Manufacturer (TVM)
- 32. Transportation Improvement Program (TIP)
- 33. Unavailable
- 34. Unified Planning Work Program (UPWP)
- 35. U.S. Department of Transportation Regulations
- B. UTILIZATION OF DBE CONTRACTORS
  - 1. Affirmative Action Obligation
  - 2. Stated Goal
  - 3. DBE Contractor Bidder
  - 4. Title VI Compliance (Civil Rights Act 1964)
- C. BIDDING REQUIREMENTS AND PROCEDURES PRIOR TO CONTRACT AWARD
  - 1. Proposal Submittal
  - 2. Submittals during Contract Negotiations
  - 3. Selection Criteria to Ensure that Prime Contracts are Awarded to Bidders that meet the DBE Goal
  - 4. Counting DBE Participation toward the DBE Goal
  - 5. Determination of Compliance
  - 6. Award of Contract
  - 7. Procedures for Determination of Compliance
  - 8. Substitution of DBE Contractors for those listed in the Schedule for Participation.
- D. REQUIREMENTS AND PROCEDURES SUBSEQUENT TO CONTRACT AWARD
  - 1. Proposal, Execution, and Compliance with Subcontracts
  - 2. Substitution of Subcontractors
    - a. Excuse from Entering Subcontracts
    - b. Rightful Termination of Subcontracts
    - c. Determination of Excuse or Rightful Termination
    - d. Alternative Subcontracts
  - 3. Continued Compliance
  - 4. Sanctions for Violations
  - 5. Prime Contractor DBE Reporting Requirements
  - 6. Prompt Payment

#### APPENDIX OF FORMS:

Certification of Assurance

Certification of Assurance (Alternate)

**Bidders List Form** 

Schedule for Participation by DBE Contractors

DBE Contractor Participation Letter of Intent

**DBE Contractor Identification Statement** 

**DBE Contractor Unavailability Certification** 

Notice of Opportunity to Meet with the Contracting Officer

Monthly Progress Report on DBE Activities

Disclosure Affidavit ("Certification Application")

(May be bound or made available separately)

DRE Directory, Department of Business Development

(May be bound or made available separately)

#### SECTION I.. DEPARTMENT OF LABOR - AFFIRMATIVE ACTION REQUIREMENTS

#### A. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess forty hours in such work week.

#### B. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

#### C. Withholding for Unpaid Wages and Liquidated Damages.

DOT or the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor of subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

#### D. Non-construction Grants.

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this

Marketing and Public Relations Services RFP 345

AFFIRMATIVE ACTION REQUIREMENTS REVISED 2/28/2001 Page 4 of 29

paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of DOT and the Department of Labor, and the representatives of DOT and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

#### E. Subcontracts.

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The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph A. through E. of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs A. through E. of this section.

#### SECTION II: EQUAL OPPORTUNITY/NONDISCRIMINATION

#### A. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by MDC setting forth the provisions of this Equal Opportunity clause.

#### B. DISCRIMINATION PROHIBITED

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or any other remedy as MDT deems appropriate. (49 CFR Part.26.13(b))

#### C. NONDISCRIMINATION

The proposer/bidder will comply with all regulations of the U. S. Department of Transportation, all applicable provisions of the Civil Rights act of 1964, Executive Order 11246 of September 24, 1964 as amended by Executive Order 11375 Executive Order 11625 of October 13, 1971, the Age Discrimination in Employment Act effective June 12, 1968, the rules regulations and relevant orders of the Secretary of Labor;

Marketing and Public Relations Services RFP-345

AFFIRMATIVE ACTION REQUIREMENTS
REVISED 2/28/2001 Page 5 of 29

Chapter 760 (Florida Civil Rights Act of 1992, as amended); Dade County Ordinance 75-46 and Articles 3 and 4 of Chapter 11a of the Code of Miami-Dade County which prohibit discrimination because of race, sex, color, national origin, religion, age, disability, ancestry, marital status, pregnancy, sexual orientation, or veteran's status of any individual.

#### D. DISABILITY NONDISCRIMINATION.

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It is hereby declared to be the national policy that elderly persons and persons with disabilities have the same right as other persons to utilize mass transportation and services; that special efforts shall be made in the planning and design of mass transportation facilities and services so that the availability to elderly persons and persons with disabilities of mass transportation which they can effectively utilize will be assured; and that all Federal programs offering assistance in the field of mass transportation (including the programs under this chapter) should contain provisions implementing this policy. (49 U.S.C. Part 5301. (d).) Further, each contractor agrees to insert a similar provision and requirement in each subcontract it awards in the conduct of this project or contract.

#### SECTION III: DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION REQUIREMENTS

- A. DEFINITIONS: As used in this Disadvantaged Business Enterprise (DBE) Contractor Participation Provision ("Provision"), the following terms shall have the following meanings (the definitions shall not apply outside of this Provision where inconsistent with those contained elsewhere in the bid documents):
  - 1. Affirmative Action Positive activities undertaken to eliminate discrimination and effects of past discrimination and to ensure nondiscriminatory practices in the future.
  - 2. Bidder An individual, firm, partnership, corporation, joint venture, or combination thereof submitting a bid for construction work.
  - 3. Board Board of County Commissioners, Miami-Dade County, Florida.
  - 4. Challenge A formal filing by a third party to rebut the presumption that a particular individual is socially and economically disadvantaged.
  - 5. Commercially Useful Function Work performed by a DBE firm in a particular transaction that, in light of industry practices and other relevant considerations, has a necessary and useful role in the transaction, i.e., the firm's role is not a superfluous step added in an attempt to obtain credit toward goals. If, in the Miami-Dade Transit's judgment, the firm (even though an eligible DBE) does not perform a commercially useful function in the transaction, no credit toward the goal may be awarded.
  - 6. Compliance Monitor A person designated by the Director of MDT to assist and to make recommendations to MDT with respect to compliance with this Provision.

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- 7. Contract A legaffy binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them; the Contract, executed by MDC and the successful bidder, of which this Provision is a part. For the purposes of this program, a lease is considered to be a contract.
- 8. Contract Goal DBE contractor participation goal established by the Board of County Commissioners for this Contract solicitation.
- 9. Contract Price the total bid price of the successful bidder as awarded by the Board of County Commissioners.
- 10. Contracting Officer The Director of the Miami-Dade Transit Agency or his/her designee.
- 11. Contracting Opportunity Any decision by the Miami-Dade Transit or contractor to institute a procurement action to obtain a product or service commercially (as opposed to intergovernmental actions).
- 12. Disadvantaged Business Enterprise or DBE A "for-profit" small business concern-
  - a. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged as defined in 49 CFR Part 26.5, or in the case of a corporation, in which at least 51 percent of the stock of which is owned by one or more such individuals; and
  - b. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 13. DBE Certification Letter A letter evidencing that DBE firm(s) have been certified in accordance with 49 CFR Part 26 by the Department of Business Development, 175 N. W. 1st Avenue, 28th Floor, Miami, Florida, 33128, phone 305/349-5960.
- 14. DBE Contractor Identification Statement a statement, in the form annexed to this Provision, to be signed by a DBE Contractor and containing certain information with respect to the DBE Contractor.
- 15. DBE Directory a list of certified DBE Contractors, which is available from the Department of Business Development, 175 N. W. 1st Avenue, 28th Floor, Miami, FL 33128, 305/349-5960, to aid bidders, but which is not necessarily a representation by MDC that any such listed DBE Contractor is Qualified to do any particular work.
- 16. DBE Contractor Unavailability Certification a written certification, in the form annexed to this Provision, by a DBE Contractor as to its unavailability for certain work.

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- 17. Goal The numerically expressed objective for this Contract solicitation which bidders are required to make good faith efforts to achieve; a numerical percentage that is not rigid and inflexible and which can be reasonably attained by means of applying every reasonable and sufficient effort to utilize DBE Contractors in the performance of work under this project and in accordance with the terms and requirements of this provision.
- 18. Letter of Intent a letter, in the form annexed to this Provision, to be signed by a DBE Contractor with respect to certain work under the Contract.
- 19. Manufacturer An individual (or individuals) who owns, operates, or maintains a factory or establishment that produces on the premises the components, materials, or supplies obtained by the Miami-Dade Transit, Contractor, or Transit Vehicle Manufacturer.
- 20. MDC Miami-Dade County, Dade County or the County as referred to in the Contract Documents.
- 21. Notice of Opportunity to Meet with the Contracting Officer a notice, in the form annexed to this Provision, to be given to a bidder as to its opportunity to request a meeting with the Contracting Officer with respect to MDC's determination of the bidder's compliance with this Provision.
- 22. Primary Recipient A grantee who receives DOT financial assistance and passes all or some of the assistance on to a subrecipient.
- 23. Qualified a Contractor is qualified to do specific work if it meets all of the following criteria:
- a. It has or is able to obtain any and all licenses required to do such work;
  - b. It has the necessary experience, organization; technical qualifications, skills and facilities to do such work;
  - c. It is able to comply with the performance schedule reasonably needed for such work;
  - d. It does not have an unsatisfactory record of integrity, judgment and performance;
  - e. It is able to meet the applicable equal employment opportunities requirements; and
  - f. It is not otherwise ineligible to perform such work under applicable laws and regulations.
- 24. Recipient means any entity, public or private, to which financial assistance from the U. S. Department of Transportation (DOT) is extended whether directly or through another recipient, through the programs of the

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Federal Transit Administration (FTA), the Federal Highway Administration (FHWA), or the Federal Aviation Administration (FAA), or who has applied for such assistance.

- 25. Regular Dealer means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this definition.
- 26. A Small Business Concern, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, is defined in section 3 of the Small Business Act and in Small Business Administration regulations implementing the Act (13 CFR Part 121). Additionally, a small business concern cannot exceed the cap on average annual gross receipts specified in 49 CFR 26.65(b).
- 27: Socially and Economically Disadvantaged Individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:
  - a. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
  - b. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
    - (1) "Black Americans," which includes persons having origins in any of the black racial groups of Africa;
    - (2) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;
    - (3) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
    - (4) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U. S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

- (5) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- (6) Women;
- (7) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.
- 28. Schedule of Participation by DBE Contractors a schedule, in the form annexed to this Provision, containing certain information with respect to work to be performed by DBE Contractors.
  - 29. Subrecipient Any entity that receives Federal financial assistance from FTA through a primary recipient.
  - 30. Successful bidder the bidder to which the Contract is awarded.
  - 31. Transit Vehicle is a vehicle used by the Miami-Dade Transit, e.g., bus, railcar, or van, for the primary program purpose of public mass transportation; this definition does not include locomotives or ferry boats.
  - 32. Transit Vehicle Manufacturer (TVM) is a manufacturer of vehicles used by FTA recipients for the primary program purpose of public mass transportation (e.g., buses, railcars, vans). The term does not apply to firms which rehabilitate old vehicles or to manufacturers of locomotives or ferry boats. The term also refers to distributors of or dealers in transit vehicles with respect to requirements of Section 26.49 of the regulations.
  - 33. Transportation Improvement Program (TIP) means an annual or biennial listing of capital and operating assistance projects proposed for funding by FTA.
- 34. Unavailable a Contractor is unavailable to do specific work if:
  - a. It has that knowledge of the terms and specifications of the Contract needed to formulate intelligently a bid or proposal to do such work or to decline intelligently an opportunity to formulate such a bid or proposal; and
  - b. It does not intend, or is unable, to make a bid or proposal because of lack of interest, inability to meet the reasonable and ordinary demands connected with doing such work, unwillingness to meet the specifications for such work, unwillingness to work on this project or in this geographic area, or such other reason as is determined by MDC to be sufficient.
- 35. Unified Planning Work Program (UPWP) A listing of planning projects proposed for funding by FTA.

36. U.S. Department of Transportation Regulations – the final rules and regulations published in the Federal Register (Vol. 64, No. 21, P. 5126 et seq.) dated Tuesday, February 2, 1999, entitled PART 26--PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS.

#### B. UTILIZATION OF DBE CONTRACTORS:

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#### 1. Affirmative Action Obligation

#### All projects, with and without Federal Funding.

- a. Policy. MDC is committed to carry out the DBE Program and of meeting the objectives stated in the program, including nondiscrimination in the award and administration of DOT assisted contracts in MDT's transit programs; creating a level playing field on which DBEs can compete fairly; and ensuring that MDT's DBE program is narrowly tailored in accordance with applicable law. Consequently, the DBE requirements of 49 CFR Part 26 apply to this project.
- b. DBE Obligation. Each bidder agrees to ensure that DBE Contractors as defined in 49 CFR Part 26 and this Provision are given the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this project. In this regard all bidders shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and this Provision to ensure that DBE Contractors have the opportunity to compete for and perform contracts. Bidders shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

All determinations of compliance or non-compliance of the bidders with the requirements of this Provision, and of the appropriate consequences of non-compliance, shall be final and binding, except for administrative reconsideration from an adverse decision by MDC as provided in Section 26.53. All determinations shall be final and the result is not administratively appealable to the U.S. Department of Transportation. Nothing in this Provision shall be construed to diminish the legal responsibility or authority of MDC.

#### 2. Stated Goal

A "Stated Goal" is to have portions of the work under the contract performed by qualified DBE firms owned and controlled by individuals who are socially or economically disadvantaged for prices totaling not less than the percentage of the contract price set out in the Bid Form. For the purposes of this contract, the Stated Goal is TEN Percent (10%) for DBE firms. Where no DBE goal is provided, the bidder/proposer shall use its best efforts during the performance of the contract to encourage the participation of these persons. DBE Goal requirements for transit vehicles are covered under FTA's Transit Vehicle Manufacturer provisions.

3. DBE Contractor/Bidder/Proposer

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AFFIRMATIVE ACTION REQUIREMENTS
REVISED 2/28/2001 Page 11 of 29

A Bidder or Proposer which is itself a DBE Contractor may, subject to compliance with the applicable requirements of Section III.B.(1) and (2) of this Provision, achieve the stated goal by performing work with its own forces a value at least equal to the percentage goal.

4. Title VI Compliance (Civil Rights Act of 1964)

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During the performance of this contract, the contractor itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
- d. Information and Reports: The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Miami-Dade County or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required from a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Miami-Dade County, or to the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract,

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Miami-Dade County shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the contractor under the contract until the contractor complies, and/or
- (2) Cancellation, termination or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: The contractor shall include the provisions of paragraph III.B.4.a. through III.B.4.f. of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurements as Miami-Dade County or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Miami-Dade County to enter into such litigation to protect the interests of Miami-Dade County, and, in addition, the contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

### PROPOSAL REQUIREMENTS AND PROCEDURES PRIOR TO CONTRACT AWARD

1. Proposal Submittal

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- a. Each proposer, as part of its proposal, shall submit a completed and 'signed <u>Certification of Assurance</u> failure to submit the Certificate of Assurance will deem you non-responsive.
- b. The selected proposer(s) as a condition of responsiveness, shall submit to MDT two days prior to negotiation for each proposed DBE, the following documents:
  - (1) A <u>Letter of Certification</u> or other document from the Miami-Dade County Department of Business Development for each proposed DBE firm showing that the firm possesses a currently valid certification as a Disadvantaged Business Enterprise at the time the bids or proposals are submitted.
  - (2) A completed <u>Schedule For Participation</u> signed by the bidder listing those subcontracts which will be awarded to DBE contractors. This schedule shall list those Certified DBE Contractors with which the bidder intends to contract for the performance of portions of the work under the Contract, specifying the price to be paid to each such DBE Contractor, including a proposed timetable for the performance of each such contract item and providing other information as may be required

by the Schedule (the Schedule may include only work the DBE will perform itself or subcontract to other certified DBE firms); and

- (3) A completed and signed <u>Letter of Intent</u> by each <u>DBE</u>
  Contractor listed in the Schedule for Participation indicating readiness to perform the work described for the amounts stated in the Schedule for Participation.
- (4) A completed and signed <u>DBE Contractor Identification</u>
  <u>Statement</u> for each proposed DBE Contractor and for the bidder if it is a DBE Contractor.
- (5) As required by 49 CFR 26.11, each proposer, as a part of its proposal, shall submit a completed <u>Bidders List Form</u> for itself and for each subcontractor or vendor it solicited as part of this proposal.

A proposer which does not submit the five forms listed above may be found to be non-responsive.

2. Submittals during Contract Negotiations

The selected proposer(s), as a condition of responsiveness, shall submit to MDT prior to contract award the documents and information set out in subparagraphs III.C.2.a. and III.C.2.b. herein.

- a. Evidence of insurability of all listed DBE Contractors as required by the contract documents and by law and regulations, if applicable.
- b. Good Faith Effort.
  - (1) When MDT establishes a DBE goal on a DOT-assisted contract, it requires a bidder, as a condition of responsiveness, to make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways.
    - (a) The bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. The SCHEDULES FOR PARTICIPATION and the LETTERS OF INTENT can be used for this purpose.
    - (b) If the bidder does not meet the DBE goal, it can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. The SCHEDULES FOR PARTICIPATION, the LETTERS OF INTENT, and the CONTRACTOR UNAVAILABILITY forms may be used as part of this documentation. Information sufficient to satisfy

MDC that the bidder has made good faith effort must be submitted to the Clerk of the Board, located on the 17th Floor of the SPCC Building, 111 NW 1st St., Miami, FL 33128 by 4:30 p.m. on the second business day following the opening of bids.

- (2) In any situation in which MDT has established a contract goal, MDT will use the good faith efforts mechanism spelled out in 49 CFR Part 26, Appendix A. MDT will make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. MDT will consider the quality, quantity and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract Goal. Mere proforma efforts are not good faith efforts to meet the DBE contract requirements. MDT emphasizes that the determination concerning the sufficiency of the bidder's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- (3) MDT does not require that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, providing the bidder makes an adequate good faith efforts showing. MDT will give fair and serious consideration to bona fide good faith efforts.
- (4) The following is a list of types of actions which the bidder should consider as part of the its good faith efforts to obtain DBE participation. The list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
  - (a) Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  - (b) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

- (£) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (d) (i) Negotiating in good faith with interested DBEs. It is the bidders responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
  - (ii) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (e) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractors efforts to meet the project goal.
- (f) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

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- (g) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (h) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- (5) In determining whether a bidder has made good faith efforts, MDT may take into account the performance of other bidders in meeting the Contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but other bidders meet it, MDT may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, MDT may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.
- (6) Good Faith Efforts (Invitation for Bid/Request for Proposal). Good faith efforts, under the Invitation for Bid (IFB) method of procurement, to be considered must have been carried out prior to bid opening. Under a Request for Proposal (RFP) or similar method, good faith efforts must have been accomplished prior to receipt of best and final offers. MDC may request any other information as may be required to determine the listed DBE contractor's qualification.
- (7) Agreements between a bidder and a DBE Contractor in which the DBE Contractor promises not to provide subcontracting quotations to other bidders are prohibited. The listing of a DBE Contractor by a bidder on its Schedule shall constitute a representation by the bidder that such DBE Contractor is Qualified and Not Unavailable, and a commitment by the bidder that if it is awarded the contract, it will enter into a subcontract with such minority contractor for the portion of the work and at the price set forth in its submittal subject to the terms of this Provision.
- 3. Selection Criteria to Ensure that Prime Contracts Are Awarded to Bidders that Meet the DBE Goal or Demonstrate Good Faith Efforts to Meet the DBE Goal.
  - a. If any one bidder meets or exceeds the Contract Goal, MDT may take into consideration whether bidders who failed to meet the Goal failed to exert sufficient reasonable efforts to meet the Goal and are, therefore, ineligible to be awarded the contract.

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- b. MDC reserves the right to award the Contract to a bidder prior to making a final determination as to the DBE status or qualification of a firm listed on the bidder's Schedule. If the DBE status of a firm listed on the bidder's Schedule is disapproved after contract award, the bidder shall remain bound by procedures under Section III.D.
- 4. DBE Participation shall be counted toward meeting the DBE Goal as follows:
  - a. Once a firm is determined by MDC to be an eligible DBE, the dollar value of the work performed by the DBE is counted toward the DBE Goal, except as limited by paragraph III.C.2.c.(2) through III.C.2.c.(4). (49 CFR 26.55(a)).
  - b. MDC shall count toward the DBE Goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the DBE partner(s) in the joint venture. (26,55(b))
  - c. MDC shall count toward the DBE Goal only expenditures to DBEs that perform a commercially useful function in the work of a contract. (26.55(c))
    - (1) A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the bidder shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.
    - (2) Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE Contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function.
  - d. MDC shall count toward DBE goals expenditures for materials and supplies obtained from DBE suppliers and manufacturers, provided that the DBEs assume the actual and contractual responsibility for the provisions of the materials and supplies.
    - (1) MDC shall count toward DBE goals the entire expenditure to a DBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale).
    - (2) MDC shall count toward DBE goals 60 percent of the expenditures to DBE suppliers that are not manufacturers provided that the DBE supplier performs a commercially useful function in the supply process.
- 5. Determination of Compliance

Marketing and Public Relations Services RFP.345

AFFIRMATIVE ACTION REQUIREMENTS
REVISED 2/28/2001 Page 18 of 29

The total price for work to be performed by DBE contractors as indicated in the Bidder's Schedule of Participation by DBE Contractors is required to be sufficient to fulfill the stated goal, unless the Bidder shall demonstrate adequate good faith efforts as provided in III.C.2.c.

#### 6. Award of Contract

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MDC shall not award a contract to any Bidder which it determines fails to comply with the applicable requirements of these provisions. Nothing herein shall relieve any Bidder or any Contractor performing any work under the Contract from any of the terms, conditions or requirements of the Contract or modify the Owner's rights as reserved in the Contract Documents.

#### 7. Procedures for Determination of Compliance

The selected proposer shall cooperate with the MDT DBE and Contract Compliance Supervisor during the determination of compliance process as described below.

a. Investigation and Recommendation by Compliance Monitor.

In the event that the Bidder has not met the stated goals, and has submitted the good faith efforts extended by the Bidder to meet the stated goal, the Compliance Monitor may require that the Bidder meet with the Compliance Monitor at the Miami Dade Transit Agency, 111 N. W. First Street, Suite 910, Miami, FL 33128, phone 305/375-1962, or such other place as the Compliance Monitor may designate.

The purpose of this meeting shall be for the Compliance Monitor to consider whether to recommend that the bidder's proposal be determined to be in compliance with the requirements of this Provision or to recommend award not be made to the bidder. At this meeting the bidder have an opportunity to present information and arguments pertinent to its compliance with the applicable requirements. Upon request of the Compliance Monitor, the bidder shall produce in writing at this meeting the information required in III.C.2.c, including the following::

- (1) A detailed statement of the efforts made to contact and negotiate with DBE Contractors, including:
  - (a) the names, addresses and telephone numbers of DBE Contractors who were contacted;
  - (b) a description of the information provided to DBE Contractors regarding the plans and specifications for portions of the work to be performed; and

Marketing and Public Relations Services RFP 345

AFFIRMATIVE ACTION REQUIREMENTS
REVISED 2/28/2001 Page 19 of 29

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- (e) a detailed statement of the reasons why additional prospective agreements with DBE Contractors, if needed to meet the stated goal, were not reached;
- (2) A detailed statement of the efforts made to select portions of the work proposed to be performed by DBE Contractors in order to increase the likelihood of achieving the stated goal;
- (3) As to each DBE Contractor contacted but which the bidder considered to be not qualified, a detailed statement of the reasons for the bidder's conclusion:
- (4) As to each DBE Contractor contacted but which the bidder considered to be unavailable, either
  - (a) a written statement from the DBE Contractor that it is unavailable, or
  - (b) a statement from the bidder that the DBE Contractor refused to give such written certification after reasonable request, and a detailed statement from the bidder of the reasons for the bidder's conclusion that the DBE Contractor was unavailable (the DBE Contractor Unavailability Statement may be used for this purpose where appropriate);
- (5) Attendance at a pre-bid meeting, if any, scheduled by, the bidder to inform DBEs of subcontracting opportunities under a given solicitation;
- (6) Advertisements in general circulation media, trade association publications, and minority-focus media for at least 20 days before bids or proposals are due concerning subcontracting opportunities (if the interval between MDC advertising is so short that 20 days are not available, then publication for a shorter reasonable time is acceptable).
- (7) Efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the bidder or MDC; and
- (8) Written notification to DBEs that their interest in the contract is solicited.

The Compliance Monitor may require the bidder to produce such additional information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever other sources he deems appropriate.

Not later than fifteen (15) days after given notice of his initial meeting with the bidder, the Compliance Monitor shall make a written

recommendation to the Contracting Officer which shall include a statement of the facts and reasons upon which it is based.

#### b. Determination by MDC.

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Following receipt of the Compliance Monitor's recommendation, the Contracting Officer shall send to the bidder a Notice of Opportunity to meet with the Contracting Officer, enclosing a copy of the Compliance Monitor's recommendation. Such Notice shall indicate the date, time and place at which the bidder may, if it so requests in writing, meet with the Contracting Officer and have an opportunity to present pertinent arguments and information relating to the recommendation by the Compliance Monitor regarding the bidder's compliance with this Provision. The Contracting Officer may request such further information from the bidder as it deems appropriate, and may rely upon any factual conclusion reported by the Compliance Monitor which is not contradicted by the bidder. The Contracting Officer may also conduct informal conferences, to which the bidder shall be invited, in which other parties invited by the Contracting Officer may offer information relevant to the issues on which its recommendation to the Board of County Commissioners will be based.

As soon as practicable, the Contracting Officer shall make a determination, in writing and setting forth the facts and reasons upon which it is based, whether the bid of such bidder complies with the requirements of this Provision or recommending to the Board that the Contract not be awarded to the bidder. A copy of such determination shall be sent to the bidder. Such determination shall not affect the power of the Board of County Commissioners to reject the bidder's proposal for any other reason or to take action on the recommendation of the Contracting Officer it deems appropriate.

#### c. Consideration of Other Bids.

If MDC deems it advisable in the interests of expediting the award of the Contract, the procedures set forth in this Section III.C. may be carried out with respect to the bids of one or more additional bidders at the same or different times with each such proceeding to be separately conducted.

#### d. Failure of bidder to Participate.

The bidder will be bound by proceedings under this Provision to which it has been given required notice without regard to its participation or lack of participation in them. Its lack of participation, upon receiving notices and requests pursuant to this Provision, shall not be grounds for reconsideration of any actions taken in the procedure.

8. Substitution of DBE Contractors for those Listed in the Schedule for **Participation** 

Marketing and Public Relations Services

RFP 345

AFFIRMATIVE ACTION REQUIREMENTS REVISED 2/28/2001 Page 21 of 29

A bidder may change information required by this provision from that provided in its Schedule of Participation of DBE Contractor only when directed to do so by the Contracting Officer. The Contracting Officer may make such a direction if it determines in the course of any proceeding conducted pursuant to Section III.C.3., that

- a. Although listed by a bidder in good faith, a Contractor appearing on the bidder's Schedule is not a DBE Contractor, is not qualified or is unavailable and that
- b. If the work scheduled to be performed by said Contractor or its equivalent is not performed by a DBE Contractor, the bidder will not achieve the level of participation listed on its Schedule.

Upon receiving such a direction, the bidder shall make every reasonable effort to replace a contractor listed in its Schedule with a qualified DBE Contractor to perform, for not less than the lesser of the same price or the price necessary to achieve the level of participation listed in its Schedule, the same work or other work not appearing on the Schedule included with its bid or proposal submission. For the purpose of determining the bidder's compliance with this Provision, the revised list of DBE Contractors shall be considered. However, a failure by a bidder to make the efforts required by the preceding paragraph prior to Contract award shall be grounds for a determination by the Board of County Commissioners that the contract not be awarded to the bidder. If a bidder is awarded the Contract and it fails to make such efforts upon notice by MDC, MDC shall subject the bidder to sanctions as provided in Section III.D.4.

- D. REQUIREMENTS AND PROCEDURES SUBSEQUENT TO CONTRACT AWARD
  - 1. Proposal, Execution, and Compliance with Subcontracts
    - a. The successful bidder/contractor shall propose for MDC approval subcontracts corresponding in all respects to the proposed agreements listed on the contractor's Schedule for Participation by DBE Contractors included in its bid or proposal with substitutions authorized under this Provision. Upon approval by the Contracting Officer the contractor shall enter into each such approved subcontract and shall thereafter neither terminate any such subcontract nor reduce the scope of the work to be performed by, or decrease the price to be paid to, the DBE Contractor thereunder without in each instance the prior written approval of the Contracting Officer.
    - b. MDC retains the right to approve or disapprove any subcontract with a DBE Contractor proposed under this Provision for the same reasons and in the same manner that MDC may approve or disapprove any other subcontract proposed to it. If MDC disapproves a subcontract required to be proposed under this Provision for reasons relating to its form, the contractor shall propose for approval another subcontract with the same DBE Contractor, for the same work and at the same price, in a form acceptable to MDC. If MDC disapproves a subcontract required to be proposed under this Provision for any other reason, the contractor shall

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be excused from proposing that subcontract and shall be subject to the provisions of Section III.D.2 below.

#### 2. Substitution of Subcontractors

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a. Excuse from Entering Subcontracts.

If prior to execution of a subcontract required by this Provision, the contractor submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of award of the Contract, a DBE Contractor which is to enter into such subcontract has become not Qualified, or that the DBE Contractor has unreasonably refused to execute the subcontract, the contractor shall be excused from executing such subcontract.

b. Rightful Termination of Subcontracts.

If, after execution of a subcontract required by this Provision, the contractor submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of execution of such subcontract, a DBE Contractor which entered into such subcontract has become not Qualified or has committed and failed to remedy a material breach of the subcontract, the contractor shall be entitled to exercise such rights as may be available to it to terminate the subcontract.

c. Determination of Excuse of Rightful Termination.

If the contractor at any time submits a written request to the Contracting Officer under the provisions of either Section III.D.1. or Section III.D.2., the Contracting Officer, as soon as practicable, shall determine whether the contractor has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the contractor upon notice, an opportunity to present pertinent information and arguments.

d. Alternative Subcontracts.

If the contractor is excused from proposing a subcontract under Section III.D.1. or from executing a subcontract under Section III.D.2.a., or rightfully terminates a subcontract under Section III.D.2.b. and without such subcontract the contractor will not achieve the stated level of DBE participation on which the contract was awarded, the contractor shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed by another Qualified DBE Contractor or Contractors for a contract price or prices totaling not less than the contract price under the excused or

Marketing and Public Relations Services RFP 345

AFFIRMATIVE ACTION REQUIREMENTS
REVISED 2/28/2001 Page 23 of 29

terminated subcontract, less all amounts previously paid thereunder. The contractor shall be deemed to satisfy the requirements of this Section III.D.2.d. if:

- (1) It shall propose and enter each such alternative subcontract for the same work; or
- (2) It demonstrates to the satisfaction of the Contracting Officer that it has made every reasonable effort to contact and negotiate with DBE Contractors in an attempt to subcontract such work, but that it was unable to subcontract the work because DBE Contractors were
  - (a) Not Qualified;
  - (b) Unavailable; or
  - (c) Although Qualified and not Unavailable, unwilling or unable to propose a price for such work equal to or less than the greater of the price originally scheduled for such work (less all amounts previously paid therefor), or the price stated in another bona fide proposal, of which such DBE Contractors had knowledge, submitted by another contractor to which the contractor proposes to subcontract such work; or
- (3) It shall propose and enter into subcontracts with another qualified DBE Contractor or Contractors, for prices totaling the price originally scheduled for such work (less all amounts previously paid therefor) for the performance of other work not included in its Schedule as it may be modified according to this Provision.

In any situation covered by this Section III.D.2., the Compliance Monitor shall promptly meet with the contractor and provide it an opportunity to demonstrate compliance with these requirements. The Compliance Monitor shall, as promptly as practicable, recommend to the Contracting Officer whether the contractor should be determined to be in compliance with these requirements.

The Compliance Monitor may require the contractor to produce such information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever sources the Compliance Monitor deems appropriate. A copy of the Compliance Monitor's recommendation shall be promptly hand delivered or sent by registered mail to the contractor. The Compliance Monitor shall not make his recommendation under this paragraph without giving the contractor notice and an opportunity to present pertinent information and arguments. MDC will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five (5) calendar days from the contractor's

receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, as he in his discretion may determine, will reply to the contractor's written objection within ten (10) working days of receipt of these objections.

#### 3. Continued Compliance

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MDC shall monitor the compliance of the contractor with the requirements of this Provision during the course of the work to be performed under the Contract. The contractor shall permit MDC to have access to the job site and to necessary records, and to examine such information as appropriate for the purpose of investigating and determining compliance with this Provision, including, but not limited to, manning tables, records of expenditures, change orders, observations at the job site, and contracts between the contractor and other parties entered into during the life of the Contract.

#### 4. Sanctions for Violations

If at any time MDC has reason to believe that the contractor is in violation of its obligations under this Provision, or has otherwise failed to comply with this Provision, MDC may, in addition to pursuing any other available legal remedy, commence proceedings to impose sanctions on the contractor. Such sanctions may include, but are not limited to, one or more of the following:

- a. The suspension of any payment or part thereof due the contractor until such time as the issues concerning the contractor's compliance are resolved:
- b. The termination or cancellation of the Contract in whole or in part unless the contractor is able to demonstrate within a reasonable time its compliance with the terms of this Provision; and
- c. The denial to the contractor of the right to participate in any further contracts awarded by MDC for a period of not longer than three (3) years. No such sanction shall be imposed by MDC upon the contractor except pursuant to a hearing conducted by the Contracting Officer.
- 5. Prime Contractor DBE Reporting Requirements.

The prime Contractor shall submit reports periodically on the participation by DBE firms in the project.

a. Monthly reports from DBE subcontractors.

The prime contractor shall secure a report monthly from each DBE subcontractor working on the project, using the attached Monthly Progress Report form or a similar form. The reports from the DBE subcontractor shall specify the amounts of money that have been received by the DBE contractor from the prime contractor during the month the report covers. Authorized representatives of each DBE firm

Marketing and Public Relations Services RFP 345

AFFIRMATIVE ACTION REQUIREMENTS
REVISED 2/28/2001 Page 25 of 29

shall sign the report(s), verifying the participation of the DBE firm in the contract work and receipt of the monies listed.

b Monthly report from the prime contractor.

The prime contractor shall report subcontracting and purchasing activities with DBE firms monthly using the attached Monthly Progress Report form or a similar form. The report forms signed by each DBE subcontractor firm shall be attached to the prime contractors Monthly Report. The completed Report with attachments shall be submitted to the Contracting Officer on or before the tenth working day following the end of the month the report covers.

#### 6. Prompt Payment.

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MDT will pay small businesses, including DBEs, and prime contractors will pay subcontractors, including DBES, for satisfactory performance of their contracts no later than 30 days after a proper invoice has been received. The prime contractor will return retainage payments to the subcontractor, including DBEs, within 30 days of the subcontractor's satisfactory completion of work. The prompt payment ordinance and MDT contracting procedures provide for appropriate penalties for failure to comply with the terms and conditions of MDT contracts. Any delay or postponement of payment among or between the parties may take place only for good cause and with MDT's prior written approval. (49 CFR 26; 13 CFR 121; Florida Law, Chapter 218, Part VII, Prompt Payment Act; Miami Dade County Prompt Payment Ordinance No. 94–40)

APPENDIX OF FORMS
Certification of Assurance Form
Certification of Assurance Form (Alternate)
Bidders List Form
Schedule for Participation by DBE Contractors
DBE Contractor Participation Letter of Intent
DBE Contractor Identification Statement
DBE Contractor Unavailability Certification
Notice of Opportunity to Meet with the Contracting Officer
Montilly Progress Report on DBE Activities
Disclosure Affidavit ("Certification Application")

(May be bound or made available separately)
DBE Directory, Department of Business Development
(May be bound or made available separately)

Marketing and Public Relations Services RFP-345

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AFFIRMATIVE ACTION REQUIREMENTS
REVISED 2/28/2001 Page 27 of 29

MIAMI-DADE COUNTY

MIAMI-DADE TRANSIT

REQUEST FOR PROPOSALS

**PROFESSIONAL SERVICES** 

(Name of Project)

(Contract Number)

## CERTIFICATION OF ASSURANCE FORM

The proposer, (Name of Company) <u>Oreative Ideas Ac</u> gives assurance of meeting the Disadvantaged Business Enterprise (%) by utilizing DBE firms in the area	e doai of
1. Professional Services (Engineering, legal, accounting, etc.)	percent
2. Construction (Site preparation, concrete work, electrical, etc.)	percent
3. Procurement Services (Purchase of materials, supplies, equipment, etc.)	perçent
(Items 1, 2, and 3 must add up to the above total goal percentage.  The DBE goal will be achieved by certification of the prime contract.)	•
establishment of a relationship of Association with DBE firms; by and suppliers of goods and services; by subcontracting; or by joir arrangements in conformity with the requirements, terms and cor "Disadvantaged Business Enterprise Contractor Participation provi	utilization of vendors nt venture nditions of the
Signature Creative Ideas a Name of Propose	r (Typed or printed)
Title Date	

MIAMI-DADE COUNTY

MIAMI-DADE TRANSIT

REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES

(Name of Project)

(Contract Number)

### **CERTIFICATION OF ASSURANCE FORM (ALTERNATE)**

The proposer, (Name of Company) <u>Corner</u> gives assurance of meeting the Disadvantaged percent (%) by utilizing D	l Rusiness Enterprise doal of
<ol> <li>Professional Services         (Engineering, legal, accounting, etc.)</li> </ol>	percent
2. Construction (Site preparation, concrete work, electrical	percent , etc.)
3. Procurement Services (Purchase of materials, supplies, equipment) (Items 1, 2, and 3 must add up to the above to	otrice 100%
The DEE goal will be achieved by certification establishment of a relationship of Association and suppliers of goods and services; by subcoarrangements in conformity with the requiren "Disadvantaged Business Enterprise Contractors"	with DBE firms; by utilization of vendors ontracting; or by joint venture nents, terms and conditions of the
Signature Car	Name of Proposer (Typed or printed)
President	<i>Co/19/03</i> Date .

## DBE CONTRACTOR IDENTIFICATION STATEMENT MDT DBE Participation Program

1) Name of DBE Contractor	Con	men m	CRES + ASS	ante ci	eatur Ickos
2) Year business established	_/9	196			1983
3) Address and telephone number	150	74 30	W 12708	1201	Beickell Ave Su
	miam	1, FI	3318Ka	mina	u FI 33131
4) DBE Type: Women V	Black	<u>~</u>	Hispanic V	Other (Specif	y)
All DHEs must show ownershi	p percentage	by gender-	- Male	%	Female <u>/00</u> %
5) Name of principal officer	amen	HORRI	s + Hari	tra Gotte	me
6) Principal type of work	-				
7) Name of persons involved in a	nanagement (	of firm and	positions held:		
NAME	·	RACE	SEX	POSITI	ON/TITLE
A. Camen Horri	<u> </u>	Black	Female	e Pies	sident
A. Camen Horris	<u> 1</u>	41s panie	female.	e <u>Pres</u>	ident_
C					
D.,			*		
E.,			•		
If stiditional space is needed, plea	se use anoth	er sheet.			
8) For a Corporation or Professiona percent or more share of a Professi D	l Association onal Associa	(PA): Ide tion.	ntify those who or	wn five percent or n	nore of the firm's stock or
					•
NAME	RACE	SEX	YEARS OF OWNERSHIP	OWNERSHIP PERCENTAGE	VOTING PERCENTAGE
A. Carmen Horris	Black	F	6	100%	100%
B. manta anticer	HOS	£	90	100%	100%
					•
), <del>*</del>	. <del>.</del>				
	_	_	,		
f additional space is needed, please	use another	sheet.	(Continued on	Page 2)	

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## SCHEDULE FOR PARTICIPATION MDT DB2 Participation Program

This form should be completed for EACH DBE firm listed in the bid submittal. If an item does not apply to this contract, enter NA in blank. Each firm bidding as prime shall also provide a "Bidders' List Form" for itself and each firm it solicited or queried as a potential subcontractor for this project. Failure to provide all the required forms may result in the bid or proposals being found to be non-responsive.

Ir	Name of prime Bidder: Cor			native Icleas Actu.
2.	Project Name:	Pi Bi	oject or — id No	
3.	Lecation:			
<b>4</b> .	Name and Address of DBE Co	ontractor:		
	15074 NW 1270	E MIAMI FL	33186	
	1201 BRICKELL AVE	2 3011c 320	miami	F1 33/31
5.	DBE TYPE: Women V	Black / Hispan	ioo	ther(specify)
	DBEs must show ownership po	ercentage by gender—	Male	% Female%
6.	Type of work to be performed	by DBE/Contractor (ge	neral):	1,
	. As des	criped in to	PFP	· · · · · · · · · · · · · · · · · · ·
7.	Scope of work to be performed	(specific description by	Bid Item):	1
•	If work to be subcontracted is a specify only the portion of the designated.	portion of a contract its work to be subcontracte	em outlined in d and identify	the bid specifications, the Bid Item number if one is
	Description		Bid Item	Agreed Price
	NA			<b>s</b>
	N/A			<b>S</b>
<b>B.</b>	If overall contract price is based	i on Unit Price, list for	ach subcontr	acted bid item:
•	Approximate Quantities	Unit	E	xtended Dollar Amount
		(Continued on Page	4)	

### Page 2

## DBE CONTRACTOR IDENTIFICATION STATEMENT

### MDT DBE Participation Program

9) For a Proprietorship, indicate the D	BE status as	nd gender of the pro	prietor:	
Black Male Black Ferm	ale	Hispanic Male _	Hispani	c Female
Other Male (Specify)		Other Female	(Specify)	
10) Does the firm have an 8(a) Certifi 8(a) of the Small Business Act as ame	cation issue nded (15 U	d by the Small Busi S.C. 637 (a)?	iness Administra	tion under Section
C YES Certific	ed as an 8(2	a) Contractor (date)		
11) Date certified by MDT/Miami-Date Cert. No Expire	ie County I s	Department of Busin	ess Developmen	t
12) The undersigned agrees to provide requested to do so by MDC or its representations.	other releva	ant information conc	cerning ownershi	p and control if
Mu	<u>.                                    </u>		<del>ant</del>	1 4
Signature of Official of DBE Company	r	Title of (	Official	(
Date				•
-			_	

MDT/DBS-April 14, 1999

## DBE CONTRACTOR UNAVAILABILITY CERTIFICATION MDT DBE Participation Program

NOTE: This form is to be used by Bidder/Proposer if not enough DBE firms can be located or contracted with to meet the DBE goal for the project.

(Title)
(date)
erformed on Mizmi-Dade County
Form of bid sought (i.e. unit pric materials & Labor, labor only, e
on this project, or unable to prepare
te:
ove-identified (Name of DBE
oject. (If not accurate, describe
+
DBE Contractor)
(Date)

3,

## INFORMATION FOR MDT BIDDERS LIST

	Bid Description: Bid No
	DBE Goal? Yes No DBE Goal Percent 100. %
F77	For MDTA use only: Was the subject bid awarded to this prime? Yes No
	Instructions to Bidders: Prime must complete a form for itself and must provide a form for each firm which was contacted as a potential subcontractor. An authorized representative of each firm must complete and sign the affidavit.
	BIDDER INFORMATION.
	· Carmen marins & Associates  Firm Name <u>Oreative Ideas Advensa</u> F.E.I.N. * 59-2287758 GS-0700476  15074 Southwest 187706
	Street 1901 Baicke 11 No Suite 320 Suite No.
	City mimmi State F/ Zip Code
	Submitted as Prime Bidder? Yes No If No, enter name of Prime
	Year Firm Founded 1986 Annual Gross Receipts of Firm \$ 2 million (100 101)
	Phone No. 358-5644 FAX No. 365-25645 Email montra Devatue ideas aiv. com
	(SICStandard Invustrial Classification code number by the Small Business Administration. Reference 13 Code of Federal Regulations 121. See attached list of two-digit codes.)
•	COMPLETE ONE OF THE FOLLOWING: For Goods, equipment and non-professional services, use appropriate two-digit SIC codes:
	For construction work, check one: Building—SIC 15 Heavy—SIC 16 Specialty Trades—SIC 87 For all professional services (Architectural, engineering, accounting, etc.) SIC 87
	DBE INFORMATION  Certified in Dade County as DBE? Yes No If Yes, enter expiration date:/
	Ethnicity: (Circle one) Black Hispanic Native American Asian-Pacific American Subcontinent Asian American Other
	Gender? Male Female
	DBE Commitment by Prime: 100 x (Serf)
	AFFIDAVIT  I affirm that the information submitted is correct to the best of my knowledge.
	Carmen morns President (0/19/03
. /	*Federal Employer Identification Number
ب ( انتخا	MDTA 8/8/01

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## NOTICE OF OPPORTUNITY TO MEET WITH THE CONTRACTING OFFICER MDT DBE Participation Program

NOTE: This form may be used by MDT if the	bid or proposal does not meet t	he DBE requ <del>irements.</del>
То:	•	
Miami-Dade County (MDC) is engaged in determination that the Contract not be awarded	the requirements of the DBE C to comply with said requiremen	Contractor Participation
You are hereby notified that you may request a determination is made. If you wish to have suc request therefor no later than	meeting with the Contracting Chamber has meeting, the Contracting Of	Officer before such Ficer must receive your
If you make such a timely request, the meeting am/pm at	will be held on	at
Accompanying this notice you will find a recommon Compliance Monitor pursuant to said Provision, the Contracting Officer therewith. That recommon those issues raised in the recommendation, ever requirements of the Provision may be raised at the requirements of the Provision may be raised at the requirements of the Provision may be raised at the requirements of the Provision may be raised at the requirements of the Provision may be raised at the requirements of the Provision may be raised at the recommendation.	, and any comments or suggestine and attion is not binding on MD vissue pertinent to MDC determinents.	ons transmitted by him to
Your attention is drawn to the appropriate Section be followed by MDC in reaching its determination	on of said Provision setting forti on, and specifying your rights i	h the procedures that will n the upcoming meeting.
Any questions that you may have concerning thi Compliance Supervisor, Office of Fair Employm 111 N. W. First Street, Suite 910, Miami, Fla. 33 request a meeting, or failure to attend without ad to your interest.	nent and Labor Practices, Miam 3128, telephone number 305/37	i-Dade Transit Agency,
MIAMI-DADE COUNTY MIAMI-DADE I	RANSIT AGENCY	
Ву		
Name	Title	
MDT/DBE-April 15, 1999		•

## → Page 2 SCHEDULE FOR PARTICIPATION MDT DBE Participation Program

9.	Party responsible for Workmen's Compens	ompensation coverage of subcontracted portion: Projected dollar amount of same: \$		
10.	Party responsible for Liability Insurance e same: \$	overage:	Projected dollar amount for	
11.	Projected commencement date for work to	be performed by DBE	Subcontractor:	
12.	Projected completion date for work to be r	performed by DBE Subc	contractor:	
13.	For those DBE Contractors who previously (MDT) projects as DBE contractors or subproject name and/or number, and the date to	contractors, list name or	f the Prime contractor, the	
	Firm Name	MDT Project Name	No. Date of Award	
	•			
,'	If the firm is presently or has in the past be Miami-Dade County Department of Busine agencies.	ess Development, give d	other than MDT or the lates and names of other	
נו	Certified By	Date	•	
	City of Hiami	march 20	0th 2003.	
	719 Small Busness	July 1,200		
	South Florida Water Henry	ment July 3, 20	2/	
15.	DBD Certification No. 484 627	Expiration Date 12	13/103 3/2/104	
n each	dersigned agrees to ensure that the Affirmat subcontract and will require that all subcon ier contracts.	ive Action Requirement tractors include the same	ts of this Contract are inserted ne requirements in any of their	
4	2 JULA	Couner Cloryies.	48222000	
	Signature of Official of Prime	Official's Name	Printed or Typed  MDT/DBE-20-Apr-99	
	Date 6 19 103		·	

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## LETTER OF INTENT MDT DBE Participation Program

NOTE: All bidders must submit Letters of Intent as instructed in the solicitation document; usually, Letters of Intent for RFPs are submitted with the proposal and for ITBs no later than 4:30 p.m. on the second business day following bid opening. Expenditures allocated to DBEs on a Schedule of Participation that are not confirmed by a properly executed Letter of Intent shall not count toward the DBE goal. If an item does not apply to this contract, enter NA in the space.

Name o						
Crecto	of Prime Bidder	autiens				
		Total Bid	\$		· ·	
perform wor.	k in connection v	DBE Certificate No. vith the above projec	t as (check one	<del>:</del> ):		ends to
An individua	ıl; a partne	rship_; a corpor	ztion; aj	oint venture_	<b></b> *	
The DBE sta	tus of the unders	igned is (check only	one): Jeintu	enture teen	<b>∽</b>	
Women	Black	Hispanic V	Other (	specify)		
All DBEs mu	ist show ownersh	nip percentage by ger	nder-Male	% Female	⊃%	
The undersign	ned is prepared to	o perform the follow y in detail particular	ing described v	vork at the pric	es indicated in	connectio
Item No.	Work to be j	performed			\$ Amoun	ı <b>t</b>
	<u> </u>	tescribed in	tre RFP		<u> </u>	• .
					· s	
The prime con is projecting of	ntractor has proje	ected the following c	ommencement	date for such	work, and the u	ndersigne
is projecting o	ntractor has proje	th work as follows:	ommencement Start-up (proj		Swork, and the unpletion Date(	_
The prime conis projecting of	ntractor has proje	th work as follows:				_
Is projecting of	ntractor has proje completion of suc	Date of	Start-up (proj	ected) Con	npletion Date(	Projected
Item The above work Requirements of	ntractor has projecompletion of suc	th work as follows:	Start-up (proj	ected) Con	npletion Date(	Projected
Item The above work Requirements of	ntractor has projecompletion of successive will not be sublet to the Contract and will pade County.	Date of  Date of  a non-DBE at any tier.  Il center into a formal agree	Start-up (proj	ected) Con  cknowledges rac  ove work with the	eipt of the Affirm	Projected  ative Action accution of a
Item  The above work Requirements of contract with Min	ntractor has projecompletion of successive will not be sublet to the Contract and will pade County.	Date of	Start-up (proj	ected) Con  cknowledges rac  ove work with the	npletion Date(	Projected  ative Action accution of a

**AFFIDAVITS** 

### Form A-1

PROPOSER'S NAME (No	ume of firm, entity or organization):		
Creative Ideas Adv	vertising		
FEDERAL EMPLOYER I 59-2287758	DENTIFICATION NUMBER:		
NAME AND TITLE OF P.	ROPOSER'S CONTACT PERSON:		
Name: Maritza Guti	errez	Title: President	
MAILING ADDRESS:			
Street Address: 1201 Br	rickell Avenue #320		
City, State, Zip: Miami,	Florida 33131		
TELEPHONE:	FAX:		
(305) 358-5644	(305) 358-5645	E-MAIL ADDRESS:	COM
PROPOSER'S ORGANIZAT	IONAL STRUCTURE:		.OIII
	_		
_	Partnership Propriet	orship Joint Venture	•
Other (Explain):			<sup>1</sup> ₩
IF CORPORATION,			i <sup>*</sup>
Date Incorporated/Organized:	1983		
State Incorporated/Organized:	Florida		<del></del>
<del>-</del>			
States registered in as foreign c			
PROPOSER'S SERVICE OR E	BUSINESS ACTIVITIES OTHER TI	HAN WHAT THIS SOLICITATED RI	EQUEST FOR:
LIST NAMES OF PROPOSER	'S SUBCONTRACTORS OR SUBC	ONSULTANTS FOR THIS PROJECT	
AfroVisions World Printing		THE SECTION THIS PROJECT	·
The state of the s			
		•	
			•
PROPOSER'S AUTHORIZED S	SIGNATURE		
The undersigned hereby certified	that this proposal is submitted in resp		
	in response in response in response	onse to this solicitation.	
Signed By:	Date	: <u>5/31/02</u>	
Print Name: Maritza Gutie	rrez		
The state of the s	Title:	President	
A-1 Rev. 10/1/99			!
••			j

MIAMI-DADE COUNTY, FLORIDA

Form A-1

PROPOSER'S NAME (Name of firm, entity or organization):	
CARMEN MORRES & ASSOCIATES, INC.	
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	
65-0700476	
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:	
Name: Come Morris Tile: President	
MAILING ADDRESS:	
Suger Address: 15074 SW 127 Court	
City State, Zip: Miani, FL 33186	
TELEPHONE: FAX: E-MAIL ADDRESS:	
(305) 278-2395 (305) 278-1528 (1) Crustise bell saide	.Xer
PROPOSER'S ORGANIZATIONAL STRUCTURE:	
Corporation Partnership Proprietorship Ioin Vanture	
Trophictorship Joint Venture	
Other (Explain):	
IF CORPORATION.	
Date Incorporated/Organized: Nov. 21, 1996	
State Incorporated/Organized:	
States registered in as foreign corporation:	
PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATED REQUEST FO	
Publishing	PR:
LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:	
N/SI/SI/SI	ŀ
Abrovisions	- 1
World Pointing	
World Phinting	
World Printing	
World Printing	
World Printing PROPOSER'S AUTHORIZED SIGNATURE	
World Printing PROPOSER'S AUTHORIZED SIGNATURE	
World Pointing  PROPOSER'S AUTHORIZED SIGNATURE  The undersigned hereby certified that this proposal is submitted in response to this solicitation.	
ROPOSER'S AUTHORIZED SIGNATURE  the undersigned hereby certified that this proposal is submitted in response to this solicitation.	

8. Affidavits/Acknowledgements

## Form A-2 AFFIDAVIT OF MIAMI-DADE COUNTY LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(2) Department: 114 am 1-1	vade iransit	elations Services Pro		
(3) Firm/Proposer's Name:	Creative Ideas A	Advertising Inc. and	Carmen Morris & Associates,	
Address: 1201 Brickel	ll Ave #320. Miam	ni. Fl. 33131	Carmen Norris & Associates,	Inc
Business Telephone: ( 305	3 358-5644	-1, 12 33131	Zip: <u>33131</u>	
(	_/			
(4) List All Members of the	Presentation Team Who	Will Be Participating in the C		
NAME	TITLE	Will be Participating in the C		
Maritza Gutierrez	President	EMPLOYED BY	TEL. NO.	
Carmen Morris		Creative Ideas Adv	ertising 305-358-5644	
Mimi Korman	<u>President</u>	<u> Carmen Morris &amp; A</u>	sscriates 305-278-2395	
George Barnes	Creative Dire	ector Creative Ideas	<del>Acuartising 305-358-564-</del>	
George Barnes	President	Take Two Production	<del>786-251-</del> 5869	
	<del></del>	_		
		-		
(ATTA	CH ADDITIONAL SHI	EET IE NECESSARY)		
register with the Clerk of the	Board (Form BCCFOR)	nendation of county personnel M2DOC) and pay all applicables		
Section 2-11.1(s) of the Code	of Metropolitan Dade C	ne and correct and I have read (County as amended.	or am familiar with the provisions of	
		100		
Signature of Authorized Repre	ecentariya /			
Title: President	ssentative:			
STATE OF Florida			4	
COUNTY OF Miami-Dade	<del></del>	· /	<b>\</b>	
COUNTY OF THE THE	<del></del>		•	
The foregoing instrument was	acknowledged before m		*	
(Individual, Officer, I	, a		who is personally known	
		(Sole Proprietor, Corpo	ration or Partnership)	
o me or who has produced		as identification and	who did/did not take an oath.	
		•	•	
			·	
ignature of person taking ack	nowledgement)			
			_	
Name of Acknowledger typed	, printed or stamped)		•	
		•		
(Title or Rank) (Ser	rial Number, if any)			
. (				

A-2 - Rev. 1/2/98

**بر** اندن

## Form A-3 ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for e with this solicitation.	ach Addendum received in	connection
Addendum #1, Dated May 9	. 200_2	
Addendum #2, Dated May 14	, 200_2_	
Addendum #3, Dated May 21	200_2_	
Addendum #4, Dated	, 200	
Addendum #5, Dated	, 200	
Addendum #6, Dated	, 200	
Addendum #7.•Dated	, 200	
Addendum #8, Dated	, 200	l <sub>a</sub>
Addendum #9, Dated		ť,
PART II:		• .
No Addendum was received in connection with	th this solicitation.	·
Authorized Signature:	Date: <u>5/31_02</u>	_
Print Name: Maritza Gutierrez	Title: <u>President</u>	_
Federal Employer Identification Number: 59-2287758		
Firm Name: Creative Ideas Advertising, Inc.	and Carmen Morris & A	ssociates, Inc.
Address: 1201 Brickell Avenue #320		•
City/State/Zip: Miami, Florida 33131		
Telephone: 305-358-5644 Fax: 30	5-358-5645	_

A-3 - Rev. 1/27/00

## Form A-4 DISABILITY NONDISCRIMINATION AFFIDAVIT

CONTRACT REFERENCE: Miami-Dade Transit RFP No. 345
NAME OF FIRM, CORPORATION, OR ORGANIZATION: Creative Ideas Advertising
AUTHORIZED AGENT COMPLETING AFFIDAVIT: Maritza Gutierrez
POSITION: President/Owner PHONE NUMBER: (305) 358-5644
I, Maritza Gutierrez being duly first sworn state:
That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.
The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
The Rehabilitation Act of 1973, 29 U.S.C. Section 794
The Federal Transit Act, as amended 49 U.S.C. Section 1612  The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631  Signature  Date
SUBSCRIBED AND SWORN TO (or affirmed) before me on
by All Control (Date)  (Affiant)  (Affiant)  (Date)  He/She is personally known to me or has
The Lice as identification.  (Type of Identification)
(Serial Number)
(Print or Stamp Name of Notary) (Expiration Date)
Notary Public  ARI ENE RODRIGUEZ Notary Seal  MY COMMISSION & CC 764746 EXPIRES: August 4, 2002 Sended Thru treary Public Underwriters  Notary Seal (State)

A-4 - Rev 1/1/08

### Form A-4 DISABILITY NONDISCRIMINATION AFFIDAVIT

CONTRACT REFERENCE: RFP 345	
NAME OF FIRM, CORPORATION. OR ORGANIZATION: Camed Morris & Associates, Iva.	
AUTHORIZED AGENT COMPLETING AFFIDAVIT:	
POSITION: The Side of PHONE NUMBER: (35) 278-2395	
I. Carren Mer 3 , being duly first sworn state:	
That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assist that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws list below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation communications, access to facilities, renovations, and new construction.	
The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Service Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.	.C. :es
The Rehabilitation Act of 1973, 29 U.S.C. Section 794	
The Federal Transit Act, as amended 49 U.S.C. Section 1612	
The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631	
Signature  5-3-0  Date  Date  WAY 31 2002  (Date)  by CAMF. MORNS  (Affiant)  presented  Fig. 125 Lie.  Type of Identification)  And 120000	
Signature of Notary Public. STATE OF RORDA (Serial Number) CCMMISSION & DO100003 EXPIRES COUT7,2008 3CNOED THRU 1-888-NOTARY:  (Print or Stamp Name of Notary)  (Expiration Date)	
Notary Public Jo 4 NN 7 A DAY (State) Notary Seal FLO 3 1 DA	
JOHNNY A. DIAZ  **OTARY PLBLIC - STATE OF FLORIDA  COMMISSION # DO100805  EXPIRES 03/17/208  A-4 - Rev. 1/2/98	

A-4 - Rev. 1/2/98

31

# SUBCONTRACTOR/SUPPLIER LISTING (Ordinance 97-104) **FORM A-7.1**

Firm Name of Prime Contractor/Propose pose <u>Creative Ideas Adve</u>rtising RFP Name <u>Marketing and Public Relations for MDT</u> and Carmen Morrit and Associates

RFP Number 345

who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be word "NONE" under the appropriate heading of Form A-7.1 in those instances where no subcontractors or suppliers will be used on the contract. A bidder or proposer construction contracts which involve expenditures of \$100,000 or more. This form, or a comparable listing neeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and proposers on County or Public Health Trust supplied from those identified except upon written approval of the County. This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed by all bidders and proposers on County contracts for purchase of **Business Name and Address of First Tier** 

, man the epresentatio	Cortify that the						Business Name and Address of Direct Supplier		Mest Falm Beach, FL 33405 George Barnes	1ake Iwo Productions, Inc.	W858d SW 68 Street Miami FI 221/2	1348 NE 147 St M4 am4 ET 22161	Subcontractor/Subconsultant
wat the elected the contained in this Subcontractor/Supplier Listing are		· ·	•			- mcpar owner			FI. 33405 George Barnes	2 Conta Hosang			Principal Owner
plier Listing are to the best of my knowledge true and accurate.						Supplies/Materials/Services to be Provided by Supplier			Video & Film Production	Printing	Outreach to the Haitian community	108101801901901901901	Subcontracts Subcontracts
d accurate.					-	(Principal Owner) Gender Race			Male White	Female	Female Haitian/	Gender Race	(Principal Owner)

(Duplicate if additional space is needed)

Maritza Gutierrez

**Print Name** 

President

Print Title

Signature 91 Proposer's

Authorized Representative

5/31/02 Date

### **FORM A-7.2**

## FAIR SUBCONTRACTING POLICIES (Ordinance 97-35)

### FAIR SUBCONTRACTING PRACTICES

In compliance with Miami-Dade County Ordinance 97-35, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

It is our policy to award subcontracts to qualified firms that offer competitive pricing. We make every effort to seek out minority-owned firms and have been extremely successful in identifying vendors who meet the aforementioned criteria and are minority-owned.

I hereby certify that the foregoing information is true	e, correct and complete.
Signature of Authorized Representative:	
Title: President	Date: 5/31/02
Firm Name: Creative Ideas Advertising,	Fed. ID No 59-2287758
Address: 1201 Brickell Ave. #320	es, inc City/State/Zip: Miami, Florida 33131
Telephone: (305) 358-5644	Fax: (305 ) 358-5645

Form A-7.2 Rev. 2/13/01

Page 1 of 1



### FORM A-8.1 AFFIRMATIVE ACTION PLAN **EXEMPTION AFFIDAVIT**

(Ordinance 98-30)

Project No _									
Project Name	::			<del></del>					
I being duly f	first sworn,	upon deposes th	at Creati	ve Ideas . Name of Co	Adverti	sing. I	nc. does	NOTES a B	oard of Directors
requirements	of Ordinan	f the population ice 98-30. Said t for filing with th	oidder has a cu	urrent Board o	f Director	rs Disclosu	re form, as i	required by	Ordinance 98-30
No	••	and the	expiration da	ite of			20.0.op		moer the me
		•					SOF	14	7
		Signature					Signat	ture (	)
Witne	ess:				Ву:		L	. ,	. /
		Signature		_	Dy.		Legal Nam	e and Title	
									i'
The fo	oregoing inst	rument was ackno	wledged before	e me this	day of			,20	••
		FOR A	CORPORATIO	ON, PARTNEF	SHIP OR	JOINT VE	VTURE:		٠.
By:			,	havina sha sist	<b>-</b>				
<b>Dy</b> .				having the title	— 10 m				
with	<del></del>				_•				
	$\Box_{\mathbf{a}}$					_			
	La		corporation	☐ partners	hip	joint ven	ture		
PLEASE NOTE:	<del></del>								

Ordinance 98-30 requires that firms that have annual gross revenues in excess of five (5) million dollars to have an affirmative action plan and Procurement Policy on file with the County. Firms that have Boards of Directors that are representative of the population make-up of the nation are exempt and must complete the affidavit.

For questions regarding these requirements contact the Miami-Dade County Department of Business Development at (305) 349-5960.

THIS EXEMPTION AFFIDAVIT MUST BE PROPERLY EXECUTED BY THE BIDDER AND RETURNED TO:

> MIANII-DADE COUNTY DEPARTMENT OF BUSINESS DEVELOPMENT COURTHOUSE CENTER 175 NW 1<sup>ST</sup> AVENUE 28th FLOOR MIANILFLORIDA 33128

A-8.1 Rev. 3/2/00

MIAMI-DADE COUNTY, FLORIDA



### **FORM A-8.1** AFFIRMATIVE ACTION PLAN **EXEMPTION AFFIDAVIT**

(Ordinance 98-30)

Project No Project Name:	345 Mark	etida & PR	Survices	FUNDT	-				•
I being duly fi	rsi sworn, u	pun deposes that	Con	Neme of Com		& Associa	ode, Tre. 1	has a Board o	of Directors
processed and No. Z00-1-	of Ordinand approved for the company of the company	the population in the 98-30. Said bid or filing with the land the example of the part of t	der has a cu Miami-Dade	rrent Board of County Depa	Directo	ors Disclosure for Business Dev	orm, as requi	red by Ordi	nance 98-30,
Witne	:31:	Signature		-			Signature		
Witne	<b>::</b>	•			By:				
***************************************		Signature		_	DJ.	L	gal Name and	Title	<del></del>
The fo	oregoing insu	rumeni was acknow	ledged before	e me this	day of			. 20	in the second
•	•	FOR A C	ORPORATIO	ON, PARTNER	SHIP OF	R JOINT VENTU	R£:		ť,
Ву:	-		!	having the title	of		· .		
with .					<b>.</b>				•
		e	rporation	partnersi	nip	joint venture		٠.	
BI CAPP MATE.				•					

Ordinance 98-30 requires that firms that have annual gross revenues in excess of five (5) million dollars to have an affirmative action plan and Procurement Policy on file with the County. Firms that have Boards of Directors that are representative of the population make-up of the nation are exempt and must complete the affidavit.

For questions regarding these requirements contact the Miami-Dade County Department of Business Development at (305) 349-5960.

THIS EXEMPTION AFFIDAVIT MUST BE PROFERLY EXECUTED BY THE BIDDER AND RETURNED TO:

> MHAMI-DADE COUNTY DEPARTMENT OF BUSINESS DEVELOPMENT COURTHOUSECENTER 175NW 1 AVENUE 25" FLOOR MIAMILFLORIDA 33128

A-8.1 Rev. 3/2/00

**~**:.



## FORM A-8.2 AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT

(Ordinance 98-30)

Signature  Legal Name and Title  The foregoing instrument was acknowledged before me this day of	Development (DBD) under the	file No.	iami-Dade County Depar and the expiration
Signature Signature			
Signature Legal Name and Title  The foregoing instrument was acknowledged before me this day of, 20  FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:  By:	Signature	Signature	
The foregoing instrument was acknowledged before me this day of, 20		Ву:	
FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:  By:	Signature	Legal Name and	Title
By:	going instrument was acknowle	edged before me this day of	, 20
			i de la companya de l
FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:			,,
l e e e e e e e e e e e e e e e e e e e	CORPORATION, PARTNE	RSHIP OR JOINT VENTURE:	i,
By: having the title of		having the title of	
with			• .
a corporation partnership joint venture.		•	

PLEASE NOTE:

Ordinance 82-37 requires that all property licensed architectural, engineering, landscape architectural, and land surveyor, have an affirmative action plan on file with the County.

Ordinance 98-30 requires that firms that have annual gross revenue in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. If your firm does not have an annual gross revenue in excess of five (5) million dollars: check the above, sign and return this affidavit only. Firms that have a Board of Directors that are representative of the population make-up of the nation are exempt and must complete and return THE EXEMPTION AFFIDAVIT only.

For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-349-5960

THIS AFFIDAVIT MUST BE PROPERLY EXECUTED BY THE BIDDER AND RETURNED TO:

MIAMI-DADE COUNTY
DEPARTMENT OF BUSINESS DEVELOPMENT
COURTHOUSE CENTER
175NW 1<sup>ST</sup> AVENUE
28<sup>TH</sup> FLOOR
MIAMI, FLORIDA 33128

A-8.2 Rev. 3/2/00

MI.MI-DADE COUNTY, FLORIDA



## FORM A-8.2 AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT

(Ordinance 98-30)

	A:	<del></del>	Signature		
	Signature		-	j	
Vitness:	Signature	Ву:	Legal Name and Title		
The foregoing	r instrument was acknowledge	d before me this day			
Ву:	DIVIDUAL ACTING IN HI				•
D.,,		having the title of			_
J. ———		•	. •		

PLEASE NOTE:

Ordinance 82-37 requires that all property licensed architectural, engineering, landscape architectural, and land surveyor, have an affirmative action plan on file with the County.

Ordinance 98-30 requires that firms that have annual gross revenue in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. If your firm does not have an annual gross revenue in excess of five (5) million dollars: check the above, sign and return this affidavit only. Firms that have a Board of Directors that are representative of the population make-up of the nation are exempt and must complete and return THE EXEMPTION AFFIDAVIT only.

For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-349-5960

THIS AFFIDAVIT MUST BE PROPERLY EXECUTED BY THE BIDDER AND RETURNED TO:

MAMIDADECOUNTY
DEPARTMENT OF BUSINESS DEVELOPMENT
COURTHOUSE CENTER
175 NW 1<sup>ST</sup> AVENUE
26<sup>ST</sup> FLOOR
MIAMI, FLORIDA 33126

A-8.2 Rev. 3/2/00

95

A-10 Rev. 10/23/20

### Form A-10

### PROPOSER'S AFFIDAVIT THAT MIAMI-DADE COUNTY TAXES, FEES AND PARKING TICKETS HAVE BEEN PAID

(Section 2-8.1(c) of the Code of Miami-Dade County, as amended by Ordinance No. 00-30) and

### THAT PROPOSER IS NOT IN ARREARS TO THE COUNTY

(Section 2-8.1(h) of the Code of Miami-Dade County, as amended by Ordinance No. 00-67)

I. Maritza Gutierrez	, being first duly sworn, hereby state and
certify that the foregoing statements are true and correct:	
1. that I am the Proposer (if the Proposer is an individual), or the held with the Proposer) of the Proposer.	(fill in the title of the position
2. that the Proposer has paid all delinquent and currently due personal property taxes, utility taxes, and occupational taxes)collected. Collector, and County issued parking tickets for vehicles registered in	ed to the normal course by the Miner: Dade Camer To
3. that the Proposer is not in arrears in excess of the enforceme judgement, or lien with Miami-Dade County, or any of its agencies either directly or indirectly through a firm, corporation, partnership of financial interest. For purposes hereof, the term "enforcement thresh non-appealable judgement, or lien with Miami-Dade County that ex 180 days. For purposes hereof, the term "controlling financial intercent or more of the outstanding capital stock in any corporation, or firm partnership, in other business entity.  By:  Signature of Affiant	or instrumentalities, including the Public Health Trust, or joint venture in which the Proposer has a controlling old means any arrearage under any individual contract, ceeds \$25,000 and has been delinquent for greater than
	Date
Martze Cotlevicz, President 5 9 Printed Name of Affiant and Tile	-2/2/8/7/5/8/ Federal Employer Identification Number
Cmanday 71	
Creative Ideas Advertising, Inc.	·
Printed Name of Firm	
1201 Brickell Avenue #320, Miami, Florida 3313	
Address of Firm	
Address of Firm	
SCRIBED AND SWORN TO (or affirmed) before me this 31st da	y or Nery 20 02.
by Maritza Gutterpez. He/She is person	ally known to me or has presented TL DENEZ LICENS
FACION DE	•
Signature of Notary	Serial Number
Aplene Dominier	Serial Mulliper
Print or Stamp Name of Notary	
Thin of Stainty Addie of Actary	Expiration Date
Notary Public - State of PCPC1  ARLENE RODRIGUEZ MY SCMMISSION # CC 76474 - EXPIRES: August 4, 2002 Bonded Titra Notary Public Understand	45
4.10 Rev. 10/23 to	Notary Seal

### Form A-10

### PROPOSER'S AFFIDAVIT THAT MIAMI-DADE COUNTY TAXES, FEES AND PARKING TICKETS HAVE BEEN PAID

(Section 2-8.1(c) of the Code of Miami-Dade County, as amended by Ordinance No. 00-30) and

THAT PROPOSER IS NOT IN ARREARS TO THE COUNTY

(Section 2-8.1(h) of the Code of Miami-Dade County, as amended by Ordinance No. 00-67)

1. Carned Morris	, being first duly sworn, hereby state and
certify that the foregoing statements are true and correct:	٠ . ١ . ١ . ١
1. that I am the Proposer (if the Proposer is an individual), or held with the Proposer) of the Proposer.	the <u>Tresident</u> (fill in the title of the position
<ol> <li>that the Propeser has paid all delinquent and currently personal property taxes, utility taxes, and occupational taxes)c Collector, and County issued parking tickets for vehicles regist</li> </ol>	due fees or taxes(- including but not limited to, real and collected in the normal course by the Miami-Dade County Taxered in the name of the above proposer, have been paid.
judgement, or lien with Miami-Dade County, or any of its ag either directly or indirectly through a firm, corporation, partne financial interest. For purposes hereof, the term "enforcement non-appealable judgement, or lien with Miami-Dade County to 180 days. For purposes hereof, the term "controlling financial	recement threshold under any contract, final non-appealable encies or instrumentalities, including the Public Health Trust, inship or joint venture in which the Proposer has a controlling threshold means any arrearage under any individual contract, that exceeds \$25,000 and has been delinquent for greater than all interest means ownership, directly or indirectly, of ten per on, or a direct or indirect interest of ten per cent or more in a
Ву:	5-30 . 20 OZ
Signature of African	Dese /
hinned Name of Affiant and Tile	6/5-0/7/0/0/4/7/6/ Pederal Employer Identification Number
Carol Mars & O	
CARMEN MORRIS & RESC	CIMES, INC.
	111 => 10/
	Miani, FL 33186
Address of Firm	
SCRIBED AND SWORN TO (or affirmed) before me this	21 day of 144 20 02
by CARUS MORRIS. He/She is	personally known to me or has presented
Stymator of Notary	DD100605
Salate of Rocky	Serial Number
LOGNYA. DAZ	3/17/2006
Pyths or Stamp Name of Notary	Expiration Date
Notary Public - State of FLORIDA	JOHNNY A. DIAZ  NOTARY PUBLIC - STATE OF PLORIDA  COMMISSION # DO100805  EXPIRES 03/17/208  PONDED THRU 1-888-NOTARY1
A-10 Rev. 10/23/00	Notary Seal

27

**}**,

FORM A-11 EXHIBIT FED-DB1

Page 1 of 1

## CERTIFICATION REGARDING DEBARMENT. SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (LOWER TIER COVERED TRANSACTION)

	•
V	(To be submitted with a bid or offer equal to or exceeding the small purchase threshold for Federal science programs, currently \$100,000.)
	(1) The prospective Lower Tier Participant certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 C.F.R. 29.0105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
	(2) When the prospective Lower Tier Participant is unable to certify to the statement above, it shall attach an explanation, and indicate it as done so by placing an "X" in the following space
	THE BIDDER OR OFFEROR. Creative Ideas Advertising , CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THIS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE LOWER-TIER BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.
-	Signature of Participant's Authorized Official
_	Maritza Gutierrez, President Name and Title of Participant's Authorized Official
_	5/31/02 Date

FORM A-11 EXHIBIT FED-DB1

Page 1 of 1

## CERTIFICATION REGARDING DEBARMENT. SUSPENSION. INELIGIBILITY AND VOLUNTARY EXCLUSION (LOWER TIER COVERED TRANSACTION)

(To be submitted with a bid or offer equal to or exceeding the small purchase threshold for Federal assistance programs, currently \$100,000.)

(1) The prospective Lower Tier Participant certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 C.F.R. 29.0105(p) is presently debarred, suspended, proposed for the proposed inclinible or polyperity excluded from participation in this transaction by any Federal

debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective Lower Tier Participant is unable to certify to the statement above, it shall attach an explanation, and indicate it as done so by placing an "X" in the following space\_\_\_\_\_\_.

THE BIDDER OR OFFEROR Carmen Morris & Associates INc. CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THIS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE LOWER-TIER BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Signature of Participant's Authorized Official

Carmen Morris. President Name and Title of Participant's Authorized Official

5/31/02 Date

## Form A-12 Code of Business Ethics

In accordance with Section 2-8.1(i) of the Miami-Dade County Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Code") and shall, prior to execution of any contract between the contractor and the County, submit an affidavit stating that the contractor has adopted a Code that complies with the requirements of Section 2-8.1(i) of the Miami-Dade County Code. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum, require that the contractor:

- Comply with all applicable governmental rules and regulations including, among others, the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance and the False Claims Ordinance.
- Comply with all applicable rules and regulations regarding Disadvantaged Business Enterprises, Black Business Enterprises, Hispanic Business Enterprises and Women Business Enterprises (hereinafter collectively Minority Business Enterprises, "MBEs") and Community Small Business Enterprises (CSBE5) and shall specifically prohibit the following practices:
  - Pass-through Requirements. The Code shall prohibit pass-throughs whereby the prime firm requires that the MBE or CSBE firm accept payments as a MBE or CSBE and pass through those payments or a portion of those payments to another entity including, but not limited to the owner/operator of the prime firm;
  - Rental Space, Equipment or Flat Overhead Fee Requirements. The Code shall prohibit rental space requirements, equipment requirements, and/or flat overhead fee requirements, whereby the prime firm requires the MBF or CSBE firm to rent space or equipment from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc.;
  - Staffing Requirements. The Code shall prohibit the prime firm from mandating, as a condition to
    inclusion in the project, that a MBE or CSBE hire, fire, or promote certain individuals not employed by
    the prime firm, or utilize staff employed or previously employed by the prime firm.
  - MBE or CSBE staff utilization. The Code shall prohibit the prime firm from requiring the MBE or CSBE firm to provide more staff than is necessary and then utilizing the MBE or CSBE staff for other work to be performed by the prime firm.
  - <u>Fraudulently creating, operating or representing MBE or CSBE</u>. The Code shall prohibit a prime firm
    including, but not limited to, the owners/operators thereof from fraudulently creating, operating or
    representing an entity as a MBE or CSBE for purposes of qualifying for certification as a MBE or CSBE.
- The Code shall also require that on any contract where MBE or CSBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs or CSBEs, the timing of payments and when the work is to be performed.
- The failure of a contractor to comply with its Code of Business Ethics shall render any contract between the contractor and the County voidable, and subject violators to debarment from future County work pursuant to Section 10-38(h)(2) of the Code. The Inspector General shall be authorized to investigate any alleged violation by a contractor of its Code of Business Ethics.

1,

## CODE OF BUSINESS ETHICS [Section 2-8.1(i), Code of Miami-Dade County]

I, being duly sworn, hereby state and certify that this firm hat the requirements of Section 2-8 1(1) of the Code of Minni	s adopted a Code of Business Ethics that is fully compliant with
comply with the adopted Code of Business Ethics shall render	Dade County as amended. I further acknowledge that failure to any contract with Miami-Dade County voidable, and subject this
in the Country work pursuant to Section 10-3	8(h)(2) of the Code of Mismi-Dode County on any 1, 1, 2, 4
acknowledge that failure to submit this affidavit shall render th	is firm ineligible for contract award.
	+la
Signature of Affiant	1/3/ 2002
. Signature of Afriant	Date
	•
Maritza Gutierrez, Owner/President	59-2287758
Printed Name and Title of Affiant	Federal Employer Identification Number
•	
Creative Ideas Advertising	•
Printed Name	of E:
•	,,
1201 Brickell Avenue, #320, Miami, Florid	
Address of	Firm
SUBSCRIPED AND SUICENIES	
SUBSCRIBED AND SWORN TO (of affirmed) before	
He/She is personally known to me or has presented FL:	Deiver Licercas identification
	pe of Identification
CH0101-00	
Signature of Notary	0.:12
	Serial Number
$\mathcal{N}_{\alpha}$	
HUENE KONDIGUEZ	·
Print or Stamped Name of Notary	Expiration Date
ARLENE RODRIGUEZ MY COMMISSION # CC 764746 EXPIRES: August 4, 2002 Bonded Thru Notzny Public Underwriters  Notary Public, State of	·
Notary Public, State of House	• ,

MIAMI-DADE COUNTY, FLORIDA

RFP No. 345

### Form A-12 Code of Business Ethics

In accordance with Section 2-8.1(i) of the Miami-Dade County Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Code") and shall, prior to execution of any contract between the contractor and the County, submit an affidavit stating that the contractor has adopted a Code that complies with the requirements of Section 2-8.1(i) of the Miami-Dade County Code. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum, require that the contractor:

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  Business Enterprises, Hispanic Business Enterprises and Women Business Enterprises (hereinafter
  collectively Minority Business Enterprises, "MBEs") and Community Small Business Enterprises (CSBE5) and
  shall specifically prohibit the following practices:
  - Pass-through Requirements. The Code shall prohibit pass-throughs whereby the prime firm requires
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    a portion of those payments to another entity including, but not limited to the owner/operator of the
    prime firm;
  - Rental Space, Equipment or Flat Overhead Fee Requirements. The Code shall prohibit rental space requirements, equipment requirements, and/or flat overhead fee requirements, whereby the prime firm requires the MBF or CSBE firm to rent space or equipment from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc.;
  - Staffing Requirements. The Code shall prohibit the prime firm from mandating, as a condition to
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    the prime firm, or utilize staff employed or previously employed by the prime firm.
  - MBE or CSBE staff <u>utilization</u>. The Code shall prohibit the prime firm from requiring the MBE or CSBE firm to provide more staff than is necessary and then utilizing the MBE or CSBE staff for other work to be performed by the prime firm.
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Expiration Date

W

دىجەر

MIAMI-DADE COUNTY, FLORIDA

## CODE OF BUSINESS ETHICS (Section 2-8.1(i), Code of Miami-Dade County)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(1) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

65-0700476 Federal Employer Identification Number Address of Firm SUBSCRIBED AND SWORN TO (of affirmed) before me this Drivers Lic. as identification. He/She is personally known to me or has presented. FURIDA Type of Identification DD100605 Signature of Notary Serial Number COMMISSION # DO1008 EXPIRES 03/17/2006

Notary Public, State of FLo, 21DA

Print or Stamped Name of Notary

A-12 Rev. 7/12/01

## FORM A-13 MIAMI-DADE COUNTY DOMESTIC VIOLENCE LEAVE AFFIDAVIT

(County Ordinance No 99-5 and Resolution No. R-185-00)

	being first duly sworn state:
	, being more day
That in compliance with Ordinance No. 99-5, Resolution County, Florida, the following information is provided aforementioned legislation.  As an employer having, in the regular course of busing Miami-Dade County for each working day during each of the current or preceding calendar year, do hereby certify Ordinance, codified at 11A-60 et. seq., of the Miami-provide domestic violence leave to employees shall be a continuous control of the miami-provide domestic violence leave to employees shall be a control of the miami-provide domestic violence leave to employees shall be a control of the miami-provide domestic violence leave to employees shall be a control of the miami-provide domestic violence leave to employees shall be a control of the miami-provide domestic violence leave to employees shall be a control of the miami-provide domestic violence leave to employees shall be a control of the miami-provide domestic violence leave to employees shall be a control of the miami-provide domestic violence leave to employees shall be a control of the miami-provide domestic violence leave to employees shall be a control of the miami-provide domestic violence leave to employees shall be a control of the miami-provide domestic violence leave to employees shall be a control of the miami-provide domestic violence leave to employees shall be a control of the miami-provide domestic violence leave to employees shall be a control of the miami-provide domestic violence leave to employees shall be a control of the miami-provide domestic violence leave to employees shall be a control of the miami-provide domestic violence leave to employees shall be a control of the miami-provide domestic violence leave to employees shall be a control of the miami-provide domestic violence leave to employees shall be a control of the miami-provide domestic violence leave to employees shall be a control of the miami-provide domestic violence leave to employees shall be a control of the miami-provide domestic violence leave to employees shall be a con	ness, fifty (50) or more employees working in of twenty (20) or more calendar work weeks in to be in compliance with the Domestic Leave Dode County Code, and that the obligation to
provide	
By:Signature of Affiant  Printed Name of Affiant and Title	Date  Date  Federal Employer Identification Number
Printed Name of I	Firm
Address of Fin	m
	•
SUBSCRIBED AND SWORN TO (or affirmed) befor	e me this day of, 200
SUBSCRIBED AND SWORE TO	
He/She is personally known to me or has presented	Type of Identification
	Serial Number
Signature of Notary	•
	Expiration Date
Print or Stamp Name of Notary	Expiration 200
Notary Public - State of	Notary Seal
a Mamily leave affidavis.doc REVISED (4414)-98	

### <u>FORM A-14</u> EXHIBIT FED-LB1

## LOBBYING CERTIFICATION Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The Contractor certifies, to the best of its knowledge and belief, that:

- 1: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed Reg 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352 (C) (1)-(2)(A), and person who makes a prohibited expenditure or fails to file or amand a required certification or disclosure form shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Contractor Creative Ideas Advertis	singertifies or affirms the truthfulness and accuracy of
each statement of its certification or disclosure if	any. In addition, the Contractor understands and agree
that the provisions of 31 U.S.C. A 3801 et seq. ap	ply to this comission is Contractor understands and agree
	pry to this certification and disclosure, if any.
	·
1/01/11/	S:
	Signature of Contractor's Authorized Official
Maritza Gutierrez, President	•
	Name and Title of Contractor's Authorized Official
5/31/02	·
	_ Date
•	

### FORM A-14 EXHIBIT FED-LB1

5/31/02

### LOBBYING CERTIFICATION Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The Contractor certifies, to the best of its knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed Reg 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
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[Note: Pursuant to 31 U.S.C. 1352 (C) (1)-(2)(A), and person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Contractor, Carmen Morris & Assoc., Eastifies or affirms the truthfulness and accuracy of each statement of its certification or disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801 et seq. apply to this certification and disclosure, if any. Signature of Contractor's Authorized Official Name and Title of Contractor's Authorized Official Carmen Morris, President

MIAMI-DADE COUNTY

MIAMI-DADE TRANSIT

**REQUEST FOR PROPOSALS** 

PROFESSIONAL SERVICES

(Name of Project)

(Contract Number)

The proposer, (Name of Company)	ON OF ASSURANCE FOR  Carnel Horris &  Ivantaged Business Ente  Itilizing DBE firms in the	Exhibit Inc. 11,-16 EASSOCIOTES TO hereby
Professional Services     (Engineering, legal, accounting, e	etc.)	<u>go</u> percent
2. Construction (Site preparation, concrete work, e	electrical, etc.)	percent
3. Procurement Services (Purchase of materials, supplies, e	equipment, etc.)	90 percent
(Items 1, 2, and 3 must add up to the	above total goal perce	ntage.) $ig '$
The DBE goal will be achieved by cert establishment of a relationship of As and suppliers of goods and services; arrangements in conformity with the "Disadvantaged Business Enterprise C	sociation with DBE firms by subcontracting; or b requirements, terms an	<ul> <li>by utilization of vendor y joint venture d conditions of the</li> </ul>
Signature	CARMEN MORRES & Name of Pro	- Associates, Tuc. poser (Typed or printed)
President	5-30-0	<b>Z</b> .
Title	Date	

## SCHEDULE FOR PARTICIPATION MDT DBE Participation Program

This form should be completed for EACH DBE firm listed in the bid submittal. If an item does not apply to this contract, enter NA in blank. Each firm bidding as prime shall also provide a "Bidders' List Form" for itself and each firm it solicited or queried as a potential subcontractor for this project. Failure to provide all the required forms may result in the bid or proposals being found to be non-responsive.

1.	Name of prime Bidder: Creative I deas
2.	Marketing & Rudie Relations Project or Project Name: Services For Missell Tradsit Bid No. RFP 345
3.	Location:
4.	Name and Address of DBE Contractor:
	Carned Maris & Association
	15074 SW 127 Court Miani, FL 33181.
<b>5</b> .	DRE TYPE: Women Black Hispanic Other(specify)
	DBEs must show ownership percentage by gender— Male% Female 100 %
6.	Type of work to be performed by DBE/Contractor (general);
	PR/Marketing
7.	Scope of work to be performed (specific description by Bid Item):
	• 1
	If work to be subcontracted is a portion of a contract item outlined in the bid specifications, specify only the portion of the work to be subcontracted and identify the Bid Item number if one is designated.
-	Transfer of the policies of the work in the stincontracted and identify the this term and the
	designated.  Description
	designated.  Description
-	Description  Bid Item Agreed Price  S
B.	designated.  Description
3.	Description  Bid Item Agreed Price  S  If overall contract price is based on Unit Price, list for each subcontracted bid item:
	Description  Bid Item Agreed Price  S  If overall contract price is based on Unit Price, list for each subcontracted bid item:
<b>L</b> .	Description  Bid Item Agreed Price  S  If overall contract price is based on Unit Price, list for each subcontracted bid item:

# Page 2 SCHEDULE FOR PARTICIPATION MDT DBE Participation Program

9.	Party responsible for Workmen's Compensation coverage of subcontracted portion:  Projected dollar amount of same: \$			
10.	Party responsible for Liability Insurance co	Verage:	. Projected	dollar amount for
11.	Projected commencement date for work to	be performed by DI	BE Subcontra	uctor:
12.	Projected completion data for work to be pe	erformed by DBE S	ubcontractor.	
13.	For those DBE Contractors who previously (MDT) projects as DBE contractors or subc project name and/or number, and the date the	outractors, list name	e of the Prim	ransit Agency e contractor, the
	Firm Name	MDT Project Na	me∕No.	Date of Award
	Parsons. Brinckerhoff	Airport Ead	integral Hery	hts Jan. 2001
	Parsons-Brinckehoff			August 2001
	Parsons-Brinekerhig	Transit S	Semmit	April ZOOZ
14.	If the firm is presently or has in the past been Miami-Dade County Department of Business agencies.	n extified by agenc s Development, giv	ies other that e dates and n	MDT or the
ט	Certified By	Date	***	•.
	SEWMD		Z001	- Verbor # 39925A
	Broward County		1005	<del></del>
	School Board of County	Sept. 13,	1001	-Cert # 70073760
15.	DBD Certification No. Z001 - 0000210	Expiration Date_		
	dersigned agrees to ensure that the Affirmative subcontract and will require that all subcontract contracts.	e Action Requirement actors include the se	ents of this C	contract are inserted nents in any of their
	SUL	Corner	Morr	3
	Signature of Official of Prime  5-30-02	Official's Na	me Printed o	Typed
	Date		MDT/088-20-	Apr-49 ,

П

## DBE CONTRACTOR IDENTIFICATION STATEMENT MDT DBE Participation Program

1) Name of DBE Contractor	Carmer	Marrie	& Associat	es. Inc.
2) Year business established	1996			
3) Address and telephone number			7 Court	306 278.2395
4) DBE Type: Women	Black_/	Hispanic	Other (Specify	····
Al! DBEs must show ownership per  5) Name of principal officer			<u></u> %	Female_/00_%
6) Principal type of work			-	
7) Name of persons involved in mana				j
A Comed Man	race 5 Black	SEX FEAU	, Ala	NATTLE LAST
В.				
C			-	
D			-	
E		-		
If additional space is needed, please m	s another sheet.			•
8) For a Corporation or Professional Ass percent or more share of a Professional U	ociation (PA): Ide Association	ntify those who or	wn five percent or me	ne of the firm's stock or fi
NAME R.	ACE SEX	YEARS OF OWNERSHIP	OWNERSHIP PERCENTAGE	VOTING PERCENTAGE
В.	The state of the s	_6	100%	100%
			• •	
<u>C</u>	_			
D				-
E				
If additional space is needed, picase use a	nother sheet.	(Continued on	Page 2)	

#### Page 2

#### DBE CONTRACTOR IDENTIFICATION STATEMENT

#### MDT DBE Participation Program

9) For a Proprietorship	, indicate the DBE status	s and gender of the propries	tor:	
Black Mule	Black Female	Hispanic Male	Hispanic F	emale
Other Male (Speci	fy)	Other Female (Sp	ecify)	
10) Does the firm have \$(a) of the Small Busin	an 8(a) Certification issuess Act as amended (15	sued by the Small Business U.S.C. 637 (a)?	Administration	n under Section
# NO YES_	Certified as an	B(a) Contractor (date)		
11) Date certified by M	DT/Miami-Dade County UO Expires Z-Z 9-	Dengament of Durings T	Development	3-01-01
	TO O' WE TENTESCHIMITIAN	evant information concerni	ng ownership a	and control if
Signature of Official of	DBE Company	Presid Title of Office	ealt_	1,
5-30-0X Date			•	( <sup>'</sup>
MDT/DBS—Аргіі 14, 1999				•
District And				

#### INFORMATION FOR MOT BIDDERS LIST

Bid Description: Marketal & PR Services For MDT Bid No. 345  DBE Goal? Yes No DBE Coal Persons 100 ex	
DBE Goal? Yes No DBE Goal Percent 100 %	
For MDTA use only: Was the subject bid awarded to this prime? Yes No	
instructions to Bidders: Prime must complete a form for itself and must provide a form for each firm which as a potential subcontractor. An authorized representative of each firm must complete and sign the affidavi	was contacted
BIDDER INFORMATION.	
FIRM NAME Comed Morris & Assoc. F.E.I.N. 65-0700476	
Street 15074 SW 127 Ct Suite No.	
City Miari State FL 210 Code 33186	
Submitted as Prime Bidder? Yes No If No, enter name of Prime Creative Ideas /	
Year Firm Founded 1996 Annual Gross Receipts of Firm 5 114,886 > 2001	
Phone No. 305 278-255 FAX No. 305 278-158 Email Chemis & bellowith You	
(SICStandard Industrial Classification code number by the Small Business Administration. Reference 13 Cod Regulations 121. See attached list of two-digit codes.)	ie of Federal
COMPLETE ONE OF THE FOLLOWING:  For Goods, equipment and non-professional services, use appropriate two-digit SIC codes:  For construction work, check one: Building—SIC 15 Heavy—SIC 16 Specialty Trades—SIC 87  For all professional services (Architectural, engineering, accounting, etc.) SIC 87	
DEE INFORMATION  Certified in Dade County as DEE? Yes No If Yes, enter expiration date: Z 28 / Z 00/4	٠.
Ethnicity: (Circle one)  Black Hispanic Native American Asian-Pacific American Subcontinent Asian American Other	
Gender? Male Female	
DBE Commitment by Prime: _50x	
AFFIDAVIT I affirm that the information submitted is correct to the best of my knowledge.	
A MILL OF THE PROPERTY OF THE	• •
Signature Name printed or typed Tree Date	
*Federal Employer Identification Number MDTA 8/8/01	
·	•-

## LETTER OF INTENT MDT DBE Participation Program

NOTE: All bidders must submit Letters of Intent as instructed in the solicitation document; usually, Letters of Intent for RFPs are submitted with the proposal and for ITBs no later than 4:30 p.m. on the second business day following bid opening. Expenditures allocated to DBEs on a Schedule of Participation that are not confirmed by a properly executed Letter of Intent shall not count toward the DBE goal. If an item does not apply to this contract, enter NA in the space.

_ ^			•			
To:	of Prime Bidder	Project Naroe 1	Norketung & P	R Services	for MDT	•
Project/Bid	Number 345	Total Bid \$ 50	0,000	year.	· · · · · · · · · · · · · · · · · · ·	
The undersignersignersignersigners	gned holds DBD DBE Certick in connection with the abo	ficate No Z <u>OOI : 00</u>	nzio expiring 7	2.28-04	and intends	to
An individu	al_; a partnership/:	a corporation_	_; a joint ven	ture		
	itus of the undersigned is (ci				ï	
Women	Black His	spanic	Other (specify)			
	ıst show.ownership percemı					
The undersig	ned is prepared to perform to project (specify in detail p	ha fallanda	• • •		cated in comp formed):	ection
Item No.	Work to be performed		.•		Amount	ť
			· ·	•		•
					•	
71			·	_ s		_
is projecting o	ntractor has projected the for completion of such work as	llowing commend follows:	ement date for	such work, a	od the unders	igned
Item		Date of Start-up	(projected)	Completion	Date(Proje	rted)
				•.		
The above work a Requirements of a contract with Mia	will not be subjet to a non-DBE at the Contract and will enter into a mi-Dade County.	any tier. The undersformal agreement for	igned acknowledg the above work w	es receipt of the	Affirmative Accounts	nion of a
~	Marie & Account		Ву	red Alon	n\$	•
Date 5 - 3	30-02	· .	Title Pres	deix		^
		•		MDT/DBE Avel 1		-

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**BEST AND FINAL OFFER** 

FORM A-11 EXHIBIT FED-DB1

Page 1 of 1

# CERTIFICATION REGARDING DEBARMENT. SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (LOWER TIER COVERED TRANSACTION)

3	•	
(To be submitted with assistance programs, o	a bid or offer equal to or ex currently \$100,000.)	ceeding the small purchase threshold for Federal
	neligible, or voluntarily exclu	es, by submission of this bid or proposal, that neither it 5(p) is presently debarred, suspended, proposed for uded from participation in this transaction by any Federal
(2) When the prospect an explanation, and inc	ive Lower Tier Participant is dicate it as done so by placin	s unable to certify to the statement above, it shall attach g an "X" in the following space
THE BIDDER OR OF AFFIRMS THE TRUT EXPLANATION, IF A UNDERSTANDS AND	FEROR Creative Idea  THFULNESS AND ACCUR  NY IN ADDITION THE	ACY OF THIS CERTIFICATION AND LOWER-TIER BIDDER OR OFFEROR
Non T		_ Signature of Participant's Authorized Official
Maritza Gutler	rez, President	Name and Title of Participant's Authorized Official
5/31/02		. Date
		·

115

FORM A-11 EXHIBIT FED-DB1

Page 1 of 1

# CERTIFICATION REGARDING DEBARMENT. SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (LOWER TIER COVERED TRANSACTION)

(To be submitted with a bid or offer equal to or exce assistance programs, currently \$100,000.)	eding the small purchase threshold for Federal
	by submission of this bid or proposal, that neither it (p) is presently debarred, suspended, proposed for ded from participation in this transaction by any Federal
(2) When the prospective Lower Tier Participant is a an explanation, and indicate it as done so by placing	unable to certify to the statement above, it shall attach an "X" in the following space
THE BIDDER OR OFFEROR. Carmen Morris AFFIRMS THE TRUTHFULNESS AND ACCURATE APLANATION, IF ANY. IN ADDITION, THE I UNDERSTANDS AND AGREES THAT THE PROAPPLY TO THIS CERTIFICATION AND EXPLA	LOWER-TIER BIDDER OR OFFEROR OVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ.
I'll	Signature of Participant's Authorized Official
Carmen Morris. President	_ Name and Title of Participant's Authorized Official
5/31/02	_ Date

### Form A-12 Code of Business Ethics

In accordance with Section 2-8.1(i) of the Miami-Dade County Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Code") and shall, prior to execution of any contract between the contractor and the County, submit an affidavit stating that the contractor has adopted a Code that complies with the requirements of Section 2-8.1(i) of the Miami-Dade County Code. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum, require that the contractor:

- Comply with all applicable governmental rules and regulations including, among others, the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance and the False Claims Ordinance.
- Comply with all applicable rules and regulations regarding Disadvantaged Business Enterprises, Black
  Business Enterprises, Hispanic Business Enterprises and Women Business Enterprises (hereinafter
  collectively Minority Business Enterprises, "MBEs") and Community Small Business Enterprises (CSBE5) and
  shall specifically prohibit the following practices:
  - Pass-through Requirements. The Code shall prohibit pass-throughs whereby the prime firm requires that the MBE or CSBE firm accept payments as a MBE or CSBE and pass through those payments or a portion of those payments to another entity including, but not limited to the owner/operator of the prime firm;
  - Rental Space. Equipment or Flat Overhead Fee Requirements. The Code shall prohibit rental space requirements, equipment requirements, and/or flat overhead fee requirements, whereby the prime firm requires the MBE or CSBE firm to rent space or equipment from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc.;
  - Staffing Requirements. The Code shall prohibit the prime firm from mandating, as a condition to
    inclusion in the project, that a MBE or CSBE hire, fire, or promote certain individuals not employed by
    the prime firm, or utilize staff employed or previously employed by the prime firm.
  - MBE or CSBE staff utilization. The Code shall prohibit the prime firm from requiring the MBE or CSBE firm to provide more staff than is necessary and then utilizing the MBE or CSBE staff for other work to be performed by the prime firm.
  - Fraudulently creating, operating or representing MBE or CSBE. The Code shall prohibit a prime firm including, but not limited to, the owners/operators thereof from fraudulently creating, operating or representing an entity as a MBE or CSBE for purposes of qualifying for certification as a MBE or CSBE.
- The Code shall also require that on any contract where MBE or CSBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs or CSBEs, the timing of payments and when the work is to be performed.
- The failure of a contractor to comply with its Code of Business Ethics shall render any contract between the
  contractor and the County voidable, and subject violators to debarment from future County work pursuant to
  Section 10-38(h)(2) of the Code. The Inspector General shall be authorized to investigate any alleged violation
  by a contractor of its Code of Business Ethics.

## CODE OF BUSINESS ETHICS [Section 2-8.1(i), Code of Miami-Dade County]

comply with the adopted Code of Business Ethics shall rendefirm to debarment from County work pursuant to Section 10-	nas adopted a Code of Business Ethics that is fully compliant with it-Dade County as amended. I further acknowledge that failure to er any contract with Miami-Dade County voidable, and subject this 38(h)(2) of the Code of Miami-Dade County as amended. I further
Ry:  Signature of Affiant	this firm ineligible for contract award.
U-	
Maritza Gutierrez, Owner/President	59-2287758
Printed Name and Title of Affiant	Federal Employer Identification Number
•	
Creative Ideas Advertising	
Printed Nan	ne of Firm
1201 Brickell Avenue, #320, Miami, Flor	ida 33131
Address	
÷	•
SUBSCRIBED AND SWORN TO (of affirmed) before	e me this 31stday of May ,20 02
He/She is personally known to me or has presented FL	Develucers identification.  ype of Identification
There Page.	
Signature of Notary	Serial Number
Aplene Possiguez	
Print or Stamped Name of Notary	Expiration Date
ARLENE RODRIGUEZ MY COMMISSION # CC 764746 EXPIRES: August 4, 2002 Bonded Thru Notary Public Underwriters  Notary Public, State of Pounds	

A-12 Rev. 7/12/01

RFP No. 345

MIAMI-DADE COUNTY, FLORIDA

### Form A-12 Code of Business Ethics

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  by a contractor of its Code of Business Ethics.

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MIAMI-DADE COUNTY, FLORIDA

### CODE OF BUSINESS ETHICS [Section 2-8.1(i), Code of Miarri-Dade County]

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(1) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

65-0700476 Federal Employer Identification Number Printed Name and Title of Affiant Printed Name of Firm Address of Firm SUBSCRIBED AND SWORN TO (of affirmed) before me this 2 Privers Lic. as identification. He/She is personally known to me or has presented. FURIDA Type of Identification DD100605 Signature of Notary Serial Number ARY PUBLIC - STATE OF PLO COMMISSION # DD100805 EXPIRES 03/17/2006 BONDED THRU 1-885-NOTARY1 Print or Stamped Name of Notary Expiration Date

Notary Public, State of FLo, 2104

A-12 Rev. 7/12/01

### FORM A-13 MIAMI-DADE COUNTY DOMESTIC VIOLENCE LEAVE AFFIDAVIT

(County Ordinance No 99-5 and Resolution No. R-185-00)

	, being first duly swom state:
_	, Deing mac dary
hat in compliance with Ordinance No. 99-5, Resolution ounty, Florida, the following information is provided forementioned legislation.  As an employer having, in the regular course of busing Miami-Dade County for each working day during each the current or preceding calendar year, do hereby certifications, codified at 11A-60 et. seq., of the Miami-provide domestic violence leave to employees shall be a provide domestic violence leave to employees shall be a provide domestic violence leave to employees shall be a provide domestic violence leave to employees shall be a provide domestic violence leave to employees shall be a provide domestic violence leave to employees shall be a provide domestic violence leave to employees shall be a provide domestic violence leave to employees shall be a provide domestic violence leave to employees shall be a provided to the violence of the violence leave to employees shall be a provided to the violence of the v	ness, fifty (50) or more employees working in of twenty (20) or more calendar work weeks in to be in compliance with the Domestic Leave Dode County Code, and that the obligation to
	200
By: Signature of Affiant  Printed Name of Affiant and Title	Date  Pederal Employer Identification Number
Printed Name of  Address of Fire	
SUBSCRIBED AND SWORN TO (or affirmed) before	re me this day of, 200
	as identification
He/She is personally known to me or has presented	Type of Identification
	Serial Number
Signature of Notary	
	Expiration Date
Print or Stamp Name of Notary	
Notary Public - State of	Notary Seal
antamity leave attidavir.doc REVISED 04:01/98	

FORM A-14 EXHIBIT FED-LB1

# LOBBYING CERTIFICATION Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with a proper to the cooperative of the cooperative

(To be submitted with each bid or offer exceeding \$100,000)

The Contractor certifies, to the best of its knowledge and belief, that:

- 1: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed Reg 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352 (C) (1)-(2)(A), and person who makes a prohibited expenditure or fails to file or amand a required certification or disclosure form shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Contractor, Creative Ideas Advertis	Insertifies or affirms the truthfulness and accuracy of
that the provisions of 31 U.S.C. A 3801 et seq. appl	ny. In addition, the Contractor understands and agree
	and disclosure, if any.
-1/W/1 / / / / / / / / / / / / / / / / /	Signature of Contractor's Authorized Official
Maritza Gutierrez, President	Name and Title of Contractor's Authorized Officia
5/31/02	
	. Date

122

#### FORM A-14 EXHIBIT FED-LB1

# LOBBYING CERTIFICATION Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The Contractor certifies, to the best of its knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed Reg 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
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The Contractor, Carmen Morris & Assoc. Eastifies or affirms the truthfulness and accuracy of

The Contractor, <u>Carmen Merris &amp; Association</u> each statement of its certification or disclosure, if any that the provisions of 31 U.S.C. A 3801 et seq. apply	in addition, the Contractor understances and approve
Lik	Signature of Contractor's Authorized Official
Carmen Morris, President	Name and Title of Contractor's Authorized Official
5/31/02	Date

MIAMI-DADE COUNTY

MIAMI-DADE TRANSIT

**REQUEST FOR PROPOSALS** 

PROFESSIONAL SERVICES

(Name of Project)

(Contract Number)

CERTIFIC	ATION O	FASSIJRA	NCE FORM

	CERTIFICATION OF ASSUKANCE FORM	•
	· Creative Idens Advertising	of Inc. us-il
giv	ne proposer, (Name of Company)  Larmed Morris & Ass  ves assurance of meeting the Disadvantaged Business Enterprise  1024  (72%) by utilizing DBE firms in the area(s	goal of
1,	Professional Services (Engineering, legal, accounting, etc.)	<u>go</u> percent
2.	Construction (Site preparation, concrete work, electrical, etc.)	percent
3.	Procurement Services (Purchase of materials, supplies, equipment, etc.)	90 percent
(It	ems 1, 2, and 3 must add up to the above total goal percentage.)	(
esi an ari	te DBE goal will be achieved by certification of the prime contractor tablishment of a relationship of Association with DBE firms; by ut d suppliers of goods and services; by subcontracting; or by joint rangements in conformity with the requirements, terms and conditions and services.	Ilization of vendors venture itions of the

 $\bigcirc$ 

Signature

Tiela

5-30-0Z

CARMEN MORRES & ASSOCIATES, INC.

Marketing and Public Relations Services RFP 345

AFFIRMATIVE ACTION REQUIREMENTS
REVISED 2/28/2001 Page 28 of 29

Name of Proposer (Typed or printed)

12× .

## SCHEDULE FOR PARTICIPATION MDT DBE Participation Program

This form should be completed for EACH DBE firm listed in the bid submittal. If an item does not apply to this contract, cuter NA in blank. Each firm bidding as prime shall also provide a "Bidders' List Form" for itself and each firm it solicited or queried as a potential subcontractor for this project. Fallure to provide all the required forms may result in the bid or proposals being found to be non-responsive.

1.	Name of prime Bidder. Creative I deas	
2.	Marketing & Pudie Relations Project or Project Name: Services For Minumi Bed Transit Bid No. RFP 345	
3.	Location:	
4.	Name and Address of DBE Contractor:	-
	Carmed Maris & Association	
	15074 SW 127 Court Miani, FL 33186.	
<b>5</b> .	DBE TYPE: Women Black Hispanic Other(specify)	
	DBEs must show ownership percentage by gender- Male% Female 100	_%
6.	Type of work to be performed by DBE/Contractor (general):	
	PR/Marketing	- 1 y .
7.	Scope of work to be performed (specific description by Bid Item):	[
	If work to be subcontracted is a portion of a contract item outlined in the bid specifications, specify only the portion of the work to be subcontracted and identify the Bid Item number if of designated.	ne is
	Description Bid Item Agreed Price	
	<u> </u>	
	<u> </u>	
3.	If overall contract price is based on Unit Price, list for each subcontracted bid item:	
	Approximate Quantities Unit Extended Dollar Amount	••
		^
	(Continued on Page 2)	

125.

# Page 2 SCHEDULE FOR PARTICIPATION MDT DBE Participation Program

9.	Proj	tion coverage of subcontracte exted dollar amount of same:	d partion: S
10.	Party responsible for Liability Insurance consame: \$	verage: Projecte	d dollar amount for
11.	Projected commencement date for work to b	e performed by DBE Subcont	ractor:
12.	Projected completion date for work to be pe	rformed by DBE Subcontracto	or:
1 <b>3.</b>	For those DBE Contractors who previously (MDT) projects as DBE contractors or subcoproject name and/or number, and the date the	intractors, list name of the Pri	Transit Agency me contractor, the
	Firm Name	MDT Project Name/No.	Date of Award
	Parsons. Brinckerhoff	Airport Earlington Her	yhts Jav. 2001
•	Parsons. Brinckerhoff	Ban Link	
	Parsons-Brinekerhig	Transit Sumit	April 2002
14.	If the firm is presently or has in the past been Miami-Dade County Department of Business agencies.	certified by agencies other the Development, give dates and	an MDT or the parmes of other
U	Certified By	Date	• ,
	SFWMD	Z00 <u>L</u>	- Verbor # 39925A
	Broward County	1005	
	School Board of County	Sept. 13,2001	-Cert # 70073760
15.	DBD Certification No. Z001 - 0000210	Expiration Date Z-28-	
	dersigned agrees to ensure that the Affirmative subcomment and will require that all subcomme er contracts.	Action Requirements of this ctors include the same require	Contract are inserted ments in any of their
	1 M	Carnes Mor	TIX.
3	Signature of Official of Prime  5-30-02	Official's Name Printed	
I	Date	MDT/OBE_2	0-Apr-09

П

# DBE CONTRACTOR IDENTIFICATION STATEMENT MDT DBE Participation Program

1) Name of DBE Contractor	<u></u>	) حصر	1 Maria	& Associa	ites. Inc.
2) Year business established		996			
3) Address and telephone numb				7 Court	305 278-2395
4) DRE Type: Women/	Black		Hispanic	Other (Speci	
Al! DBEs must show ownersh  5) Name of principal officer				<b></b> %	Female/00_%
6) Principal type of work					
7) Name of persons involved in					
A. Comed Mo	<u>ms</u>	RACE Black	SEX Fear	. — M	ION/TITLE
с		<del></del>		<del></del>	
D			-		
E		<del></del>	-		
If additional space is needed, ple					
) For a Corporation or Profession: premi or more share of a Profess	al Association ional Associa	i (PA): Ide zion.	mtify those who o	WI LIVE PETCENT OF I	more of the firm's stock or
NAME	RACE	SEX	YEARS OF OWNERSHIP	OWNERSHIP PERCENTAGE	VOTING PERCENTAGE
Comed Morris	Back	F	_6	100%	100%
				•	
	•——	-			
					·
	-				
	•				
dditional space is needed, please	use enother s	theet.	(Continued on	Page 2)	

## Page 2

#### DBE CONTRACTOR IDENTIFICATION STATEMENT

#### MDT DBE Participation Program

9) For a Proprietorship, indicate the DBE status ar	ad gender of the proprie	etor:	
Black Male Black Female	Hispanic Male	Hispanic Fen	rale
Other Male (Specify)	·	pecify)	
10) Does the firm have an 8(a) Certification issues 8(a) of the Small Business Act as amended (15 U.	d by the Small Business S.C. 637 (a)?	s Administration u	nder Section
C  YES Certified as an 8(a)	Contractor (date)		
11) Date certified by MDT/Miami-Dade County D. Cert. No. 2001 - 0000 210 Expires Z-Z 8-01	ensument of Business	Development 3-	01-01
12) The undersigned agrees to provide other relevant requested to do so by MDC or its representative.	nt information concern	ing ownership and	control if
Signature of Official of DBE Company	Presid		1
or DBE Company	Title of Office	cial	.,
5-30-02 Date		•	Ĭ, 1
<b>№7/085-</b> А <b>рті</b> 14, 1999		. ·	٠.
	·		
* Pending Approval			

INFORMATION FOR MOT BIDDERS LIST	INFORMA	<b>TION FOR</b>	MOT	RIDDERS	LIST
----------------------------------	---------	-----------------	-----	---------	------

Bid Description: Macketal & PR Services For MDT Bid No. 345  DBE GOAL? Yes No DBE COAL Persons 1000 M	
DBE Goal? Yes No DBE Goal Percent 100 %	
For MDTA use only: Was the subject bid awarded to this prime? Yes No	
instructions to Bidders: Prime must complete a form for itself and must provide a form it as a potential subcontractor. An authorized representative of each firm must complete a	or <u>each firm which was contacte</u> and sign the affidavit.
RIDDER INFORMATION.	
Firm Name Comen Monts & Assoc. F.E.I.N. 65-0700476	•
Street 15074 SW 127 CT Suite No.	
City Miani State FL ZIp Code 33186	
Submitted as Prime Bidder? Yes No If No, enter name of Prime	
Year Firm Founded 1996 Annual Gross Receipts of Firm 5 114,886 -> 200	Ł
Phone No. 305 278-255 FAX No. 305 278 198 Email Creamin & bellowith	
(SICStandard Industrial Classification code number by the Small Business Administration Regulations 121. See attached list of two-digit codes.)	. Reference 13 Code of Federal
COMPLETE ONE OF THE FOLLOWING:  For Goods, equipment and non-professional services, use appropriate two-digit SIC codes  For construction work, check one: Building—SIC 15 Heavy—SIC 16 Specialty Trad-  for all professional services (Architectural, engineering, accounting, etc.) SIC 87	:
	•.
DEE INFORMATION  Certified in Dade County as DEE? Yes No If Yes, enter expiration date:	8,200/1
Ethnicity: (Circle one) Black Hispanic Native American Asian-Pacific America Subcontinent Asian American Other	
Gender? Male Female	
DBE Commitment by Prime: _5D	
AFFIDAVIT I affirm that the information submitted is correct to the best of my knowledge.	
	·
Signature Name printed or typed Title Date	•
*Federal Employer Identification Number	DTA 8/8/01
	-,-,-,

159

## LETTER OF INTENT MDT DBE Participation Program

NOTE: All bidders must submit Letters of Intent as instructed in the solicitation document; usually, Letters of Intent for RFPs are submitted with the proposal and for ITBs no later than 4:30 p.m. on the second business day following bid opening. Expenditures allocated to DBEs on a Schedule of Participation that are not confirmed by a properly executed Letter of Intent shall not count toward the DBE goal. If an item does not apply to this contract, enter NA in the space.

To: Creat Name of	Prime Bidder	Project Name	Mukeruz & P	R Services for M	DT
Project/Bid No	:un:ber 345	Total Bid \$ 5	00,000 per	lar	×
The undersign perform work	ed holds DBD DBE Coin connection with the	ertificate No. <u>Z/00/</u> above project as (	Ownzio expiring 7 check one):	2.28-04 and inte	ands to
An individual	: a partnership_/	a corporation	a joint ven	ture	
The DBE statu	is of the undersigned is	(check only one):	•	ř	
Women	Black /	Hispanic	_ Other (specify) _		
	spomomocaspib becc				
The undersione	ed is prepared to perfor project (specify in deta				connection
Item No.	Work to be perform			SAmount	4
				S	•
			•	2	• .
The prime contrib is projecting con	ractor has projected the impletion of such work	following comme	ncement date for s	such work, and the un	dersigned
Item		Date of Start-	ap (projected)	Completion Date(P	rojected)
				· .	
The above work will Requirements of the contract with Mismi	l not be subjet to a non-DB Contract and will enter int -Dade County.	E at any tier. The und o a formal agreement	ersigned acknowledge for the above work wi	es receipt of the Affirmati	ive Action
	Porris & Associas				
Date 5-36	0-02		Title Presi	deix-	
				NDT/DBE April 13, 1999	

/3a

**BEST AND FINAL OFFER** 

#### FORM B-1

#### PRICE PROPOSAL SCHEDULE

## REQUEST FOR PROPOSALS (RFP) No. 345

#### **FOR**

## MARKETING AND PUBLIC RELATIONS SERVICES

#### **FOR**

#### MIAMI-DADE TRANSIT

CRITERIA	HCURLY RATE
1. Artist	
2. Copywriter	\$ \$75
3. Proof Reading	\$ \$75
4. Creative/Concept Development	\$ \$25 \$ \$100
5. Art Director	
6. Production Supervision	\$ \$85 \$ \$40
7. Photography	
8. Video Production	s varies per assignment
9. Special Event, Planning and Management	<pre>\$ varies per assignment</pre> \$55
0. Media Planning, Production and Placement	\$ \$55
1. Marketing Research	\$ \$85
2. Website Design	\$ \$75
. Website Maintenance	\$55
. Filming/Video Production Supervision	\$ \$70
. Storyboard Creation	\$55
. Translations	.15 per word
Commission Percentage	Per Word  10% Media (THAT GIVE AGENCY
	107 newspaper out-of pocket expenses 7.57

out-of pocket expenses 7.5% Pledge- will secure Public Service Announcement/Added value on any all brigadcast media buys.

Marine 132



April 7, 2003

Recipient:

Ms. Maritza Gutierrez Creative Ideas Advertising 1201 Brickell Avenue, Suite 320 Miami, Florida 33131

Re: RFP 345 – Best and Final Offer

Received by:

Print Name: Haritza Gutierrez

Signature

Dotas

#### CREATIVE IDEAS ADVERTISING.

1201 Brickell Avenue, 320 Miami, Floridu 33131 305-358-5644, fax 305-358-5645

MEMO

#RFP 345

April 14, 2003

Clerk of the Board Stephen P. Clark Center 111 N.W. 1 Street, 17th Floor, Suite 202 Mlami, Florida 33128-1983

Pursuant to the letter received on April 7th, 2003 regarding the best and final offer, attached are copies of our most current Tax Returns and our best and final new offer.

Reference information regarding any prior or pending litigation, either civil or criminal involving a governmental agency or other, etc. as listed in your letter, our response is the following: we do not have any prior or pending litigation, etc., this question does not upply to either of our companies.

Thank you for the opportunity to bid on this project.

Sincerely.

Mauriza Carie

Carmen Morris

18 19 (Form 1120S) - Other Deductions Travel, Meals and Entertainment		1a_	8,853
a Travel		2677	
a Travel b Total meals and entertainment	. 10	1,339	
b Total meals and entertainment	. 16	14	1:338
			1,239
d Subtract line c from line b	·	3	1,223
			863
Bank charges  Dues and subscriptions			828
			5,736
Office supplies and expense			615
			1,725
Professional fees		🧸 .	
			3,405
Telephone Utikies		10	976
Unities		11	350
Utilities Meetings and Seminars		12	27,151
Meetings and Seminars Total other deductions			
And the Cost of Goods	Sold		
ne 5, Sch A (Form 1120S) - Other Costs for Cost of Goods S			
Travel, Meals and Entertainment			
a Travel	1b		
b Total meals and entertainment			·
- cost of line in		1d	·
and the second of the second			
Selesperson weges and commissions		•	
Indirect labor			
		, , , , , , , 6	
Rent		7	
Amortization		8	
Fight-in		• •	
A . P		466000000000	)
T			5,7
Description			14,7
Purchases of Print and Other Media			12.7
Equipment Rental			
Casual labor			20,3
			57
			8 54,3
Total other costs		•	•
ne 6, Sch L (Form 1120S) - Other Current Assets			
me 6, Sch L (Form 11205) - Caldi School		Beginning	End
A Day Same Book	. 1		7,1
Miscellaneous Amounts Due From Bank	2		
	3		
	7		
	····· ]		
	······ •		
	7		
	8	<u></u>	
**************************************		L	
	10		
4.0444.00.00040.004484.00044444444			7.

### Depreciation and Amortization

(Rev. March 2002) Ospannesi of the Theasury	(Inc	luding Info		•			Atlantiques fleq. No. 67
Hiteral Revenue Service (99)	<u></u>	See separate inst		ch to your lax r		Identifying num	
Name(s) shown on retu		Business or ac	tivity to which t	nis ionn relait	33	65-0700476	ue:
Carmen Morris & Assoc	Expense Certain Tan			ion 179		100-0100410	
Part I Election To	any listed properly, com	wiele Pari V hei	fore you comple	to Part I.			·
1 Maximum amount:	See page 2 of the making	tions for a highe	r limit for certain	n businesses			1 24.00
2 Tetal cost of section	179 property placed in a	service (see pag	e 2 of the instr	uctions)			2
3 Threshold cost of a	action 179 property befor	e reduction in lir	mitation				3 200,00
6 Reduction in limitati	ion Subtract line 3 from	line 2. If zero of	r less, enter -0-				4
5 Dollar limitation for	tex year. Subtract line 4	from line 1. If z	ero or less, ent	er-0 If mam	ied filing		2400
	e 2 of the instructions	<del></del>		<u> </u>		(c) Elected co	1 5 1 24,00
(a)	Description of property		(B) CA	st (business use	only)	(C) Elected Co	
						1	
7 Listed seasons Se	ter the amount from line	20			7		
A Total elected cost of	f section 179 property.	Add amounts in (	column (c), line	s 6 and 7	· · · · <del>·</del> ·		8
Teniative deduction	. Enter the smaller of lin	e 5 or line 8 .					. 9
10 Carryover of disallo	wed deduction from line	13 of your 2001	Form 4562, ,				10
11 Business income lin	nitation. Enter the smalle	er of business inc	come (not less	than zero) or	line 5 (sec in:	structions)	11
12 Section 179 expens	se deduction. Add lines \$	and 10, but do	not enter more	than line 11	<u></u>		. 12
13 Carryover of disallo	wed deduction to 2003.	Add lines 9 and	10, less line 12		13	<u> </u>	
Note: Do not use Pert I	ll or Part III below for liste	d property. Insti	ead, use Part V	<u>,                                      </u>	d = 15 = 1 = 1 = 1		
Part II Special Dep	reciation Allowance	and Other De	preciation		de listed pro	per(y.)	T
14 Special depreciation	n allowance for qualified	property (other t	tueu resea buob	sult) braced a	•		14
service during the t	ex year (see page 3 of th section 168(f)(1) election	e instructions;	The restrictions	 N		• • • • • •	15
15 Property subject to	(including ACRS) (see pa	t (see paye - or	um vieti ucom s	,	• • • •		16
Part III MACRS Des	preciation (Do not i	nclude listed pro	poerty.) (See pa	ge 4 of the in	structions.)	السجاد المستحد المستحد المستحد	
4	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	THE SECTION OF THE SE	Section A				
17 MACRS deductions	for assets placed in sen	rice in tax years	beginning befo	re 2002			17 3
18 If you are electing u	inder section 168(i)(4) to	group any asse	ts placed in set	vice during th	e tax		
year into one or mo	re general asset account	is, check here	<u></u> .	,	<u> </u>		
• Secti	on B - Assets Placed in	Service During	2002 Tax Ye	er Using the	Seneral Dep	reciation System	n
		(b) Month and	(c) Basis for	(d) Recovery	(e)	(f)	(g)
(z) Classifica	kion of property	year placed	depreciation	period	Convention	Method	Depreciation
		in service	(Desires American)	<u> </u>		<del> </del>	deduction
19 a 3-year property							
b 5-year property						<del>                                     </del>	<del> </del>
d 10-year property							
15-year property				<u> </u>		<del> </del>	
f 20-year property							
g 25-year property				25 yrs.		SA	•
h Residential renta				27.5 yrs.	MM	SA	
property				27.5 yrs.	MM	SAL	
i Nonresidential re				39 yrs.	MM	S/L	
property		1			MM	S/L	
	C - Assets Placed in S	ervice During 2	002 Tax Year	Using the Alt	ernative Dep		m
20 a Class life					<del> </del>	<u> </u>	<del> </del>
b 12-year c 40-year	<del></del>			12 vn.	100	S/L	<del> </del>
	(see page 6 of the ins	Insclings)	PAR	100	// MIM	S/L	
	ter amount from line 28		-11-11-	))   <del></del>			21
	from line 12, lines 14 thr		کلی (کیکارو و	oma (o), and	ine 21.		
	ne appropriate lines of yo					on <b>s</b>	22 3
23 For assets shown at	pove and placed in servi	ce during the cu					4
of the basis attributa	ble to section 263A cost	<u>\$</u>	<u> </u>	<u> </u>	23		
For Peperwark Reduction A	ct Notice, see separate inst	ructions.			PITA)		Form 4562 (20)

Form 1120 U.S. Corporation Income Tax Return 2001
Instructions are separate. See instructions for Paperwork Reduction Act Notice.

For	alendar year 2001 or tax year beginning 6/01 , 2001, ending 5/31 , 20 02	OMB No. 1545-0123			
		B Employer Identification Number			
1 Co	nsolidated return Use IRS Creative Ideas	59-2287758			
•	The state of the s	C Date incorporated			
Šc	sonal folding paper. Advertising, Inc. Otherwise, Advertising, Inc. print or 1201 Brickell Ave., Suite 320	3/10/1983			
∃ Pe	sonal service corp defined in Temp type. Miami, FL 33131	D Total Assets (see Instructions)			
	section 1.441-47 see instructions)				
		\$ 202,193.			
	1 a Gross receipts or sales 1,664,428. b Less returns & allowances. c Balance				
	2 Cost of goods sold (Schedule A, line 8)				
	3 Gross profit. Subtract line 2 from line 1c				
_	l '				
, N	4 Dividends (Schedule C, line 19)				
200	5 Interest				
C M	6 Gross rents				
Ë	7 Gross royalties	''			
	8 Capital gain net income (attach Schedule D (Form 1120))				
	9 Net gain or (loss) from Form 4797, Part II, line 18 (attach Form 4797)	· · · <u> </u>			
	10 Other income (see instructions — attach schedule)				
	11 Total income. Add lines 3 through 10				
	13 Salaries and wages (less employment credits).				
DED	14 Repairs and maintenance				
DŘ	15 Bad debts				
C է	16 Rents				
ŢŅ	17 Taxes and licenses				
οÍ	18 Interest				
NŤ	19 Charitable contributions (see instructions for 10% limitation).	19 0.			
2 0	20 Depreciation (attach Form 4562)	4.			
§ 5	21 Less depreciation claimed on Schedule A and elsewhere on return	21 b 6,804.			
Ę	22 Depletion				
"	23 Advertising	. 23			
ŞE	24 Pension, profit-sharing, etc, plans	24			
RU	25 Employee benefit programs	25 26 72,450.			
ŞŢ	27 Total deductions. Add lines 12 through 26.				
	28 Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11				
ONS	29 Less: a Net operating loss (NOL) deduction (see instructions)				
•	b Special deductions (Schedule C, line 20)	29 c			
	30 Taxable income. Subtract line 29c from line 28	30 -3,484.			
T A	31 Total tax (Schedule J, line 11)	31 0.			
X	32 Payments: a 2000 overpayment credited to 2001				
A	b 2001 estimated tax payments 32 b				
N.		Ö. 2.4			
D	e Tax deposited with Form 7004				
· P	f Credit for tax paid on undistributed capital gains (attach Form 2439) 32 f				
AY MEN	g Credit for federal tax on fuels (attach Form 4136). See instructions	32h 0.			
M	33 Estimated tax penalty (see instructions). Check if Form 2220 is attached	33			
· E	34 Tax due. If line 32h is smaller than the total of lines 31 and 33, enter amount owed	34 0.			
T	Overpayment. If line 32b/3 larger than the total of lines 31 and 33, enter amount overpaid	35			
3	36 Ener amount of ting 30 por wint: Credited to 2002 estimated tax	▶ 36			
Sign		of my knowledge May the IRS discuss this			
Here	displayed in an authorized player in the man and displayed in an authorized of which prepared has	any knowledge. return with the preparer shown below? (see inst)			
	Signature At Office! / J Date Title	X Yes No			
	Capacity (Market Control of Contr	arer's SSN or PTIN			
Paid	1.3/13/UZ   sell employed   A   P UL	0003919			
	arer's Firm's Name Angel A. Suarez, CPA EIN				
USE	Only (or yours if self-employed), Address, and Address, and	(205) 702 5507			
	Address, and Miami, FL 33165 Phon	No. (305) 702-5507			
BAA	BAA CPCA0205L 01/01/02 Form 1120 (2001)				

#### 004

# Application for Automatic Extension of Time to File Corporation Income Tax Return

OMB	No.	1545	.023

of the Treasury	)	,						
enue Service						Employer id		Number
rporation	Inc.			·		<u>59-228</u>	7758	
reet, and Room or Suite Number (If a P.O. box	or autside of the United	States, see instruction	ns.)					
Brickell Avenue, Suite	320						State	ZIP Code
TO TO THE PROPERTY OF THE PROP		_					<b>5.5</b> ,0	
FL 33131								
one of return to be filed:			_	П	rm 1120S			
Form 990-C	1120-FSC	Form 1120-F		_ <u></u>	orm 11205 orm 1120-SF	•		
Form 1120 Form	1120-H	Form 1120-F			m 1120-31			
Form 1120-A Form	1120-L	Form 1120-F						
Form 1120-F Form	1120-ND	Form 1120-F						
n 1120-F filers: Check here if the fore	ign corporation de	oes not maintain	an office	or place	e of busines	s in the C	nitea St	ales
equest for Automatic Extension (see	instructions)							
i a a a a a a a a a a a a a a a a a a a	- 6-month (or tor	certain corporati	ons, 3-mo	inth) ex	tension of the	me Tantand		
	La lacama tau fati	1170 AT THE CREAT	ation nam	EG ZDO	VE (UI -	1 00101.0	ar O D	
tax year begi	inning $6/01$	, _200.	, and	ending	73/37	•,26	<u></u> .	
hort tax year. If this tax year is for le	ss than 12 months	s, chack reason:		Г	Consolida			filed
Timitial return     Final retu	um <u>Ch</u>	ange in accounti						
fillated group members (see instruc	tions). If this appl	ication also cove	rs subsidi	aries to	be included	it a cor	ZOHOWE	u return, protice
e following information:  Name and address of each	h member of the	affiliated group			Emplo	yer ID nu	mber	Tax period
Name and a								İ
					1			
					_			
					1			
			•					
								j
					·			
					1			
							3	,
Tentative tax (see instructions)			<b>*****</b>					
Payments and refundable credits: (se								
Overpayment credited from prior year Estimated tax payments for the tax year	1 4.1		1000					4.5
	· · · · <del></del>		7	*****				
Less refund for the tax year applied for on Form 4466	4 c		Bal >	4d		0.		
Credit for tax paid on undistributed or	apital gains (Form	2439)		40				
Credit for federal tax on fuels (Form	4136)		[	4.1			_	
	•						5	
Total. Add lines 4d through 4f (see instructions			• • • • • • • •	• • • • • • •			1-3-1	
Balance due. Subtract line 5 from lin System (EFTPS) or witto Federal Ta							6	
ations a lander mandition of parisms.	declare that I hav	e been authorize	d by the	above-r	named corp	oration to	make ti	his application, an
the best of my knowledge an	id belief, the state	ements made are	TUE, COT		ia combiete	• •		8/14/
1 Many			4	(Title)				(Date)
(Signature of Officer or Agent)				(+ KIB)				orm 7004 (Rev 10
For Paperwork Reduction Act Notice	e, see separate in	estructions.	CPC	20701L	10/16/01		F	OLW And (MEA IN

Éorn	r 1120 (2001)	7758					Page 3
Sa	hedule. J Tax Computation (see instructions)				3000000000	· · · · · · · · · · · · · · · · · · ·	
1	Check if the corporation is a member of a controlled gr	oup (see	Sections 1561 an	id 1563),	<b>-</b> 📙		
	Important: Members of a controlled group, see instruct			·			
` 2:	If the box on line 1 is checked, enter the corporation's share of the \$50		0, & \$9,925,000 taxab	le income brackets (in	that order):		
	_		(3)	_	800098I		
	Enter the corporation's share of: (1) Additional 5% tax (not						
	(2) Additional 3% tax (not						
_							
3	Income tax. Check if a cualified personal service corpo	ration und	ser Section 448(d	1)(2)	. ▶ □ 3		0.
	(see instructions)	• • • • • • • • •	••••••••		··	·	<del></del>
	Alternative minimum tax (attach Form 4625)						0.
	Add lines 3 and 4				5		<u> </u>
6:	Foreign tax credit (attach Form 1118)			63			
1	Possessions tax credit (attach Form 5735)		• • • • • • • • • • • • •	65			
	: Check: Nonconventional source fuel credit QEV credit (a						
•	General business credit. Check box(es) and indicate with	hich forms	s are attached.	<b>*</b>			
	Form 3800 Form(s) (specify).			6d			
•	Credit for prior year minimum tax (attach Form 8827)			6 e			
1	Qualified zone academy bond credit (attach Form 8860)	<b>)</b>		61			
7	Total credits. Add lines 6a through 6f	• • • • • • • • •			7		
8	Subtract line 7 from line 5						
9	Personal holding company tax (attach Schedule PH (Fo	rm 1120)	1		9		
10	Other taxes, Check if from: Form 4255	• • •	· —				
				, , , , , , , , , , , , , , , , , , ,			
11	Total tax. Add lines 8 through 10. Enter here and on lin						0.
			8 1	• • • • • • • • • • • • • • • • • • • •			<del></del>
	nedule K Other Information (see instructions					<del></del>	W. 1 44
	Check method of accounting:	Yes No				i	Yes No
	Cash b X Accrual		If this is a d	consolidated return	n, answer here for t	he parent	
٠.	Other (specify)	-    3			, Affiliations Schedu	ile, for	
2	See the instructions and enter the:		each subsid	cary.			
4	Business activity code no. > 541800	_	7 At any time	during the tax ye	ar, did one foreign	person	
	Business activity - Services		voting now	ly or indirectly, at er of all classes of	least 25% of (a) the stock of the corpor	total	
	Product or service - Adverstising		entitled to v	vote or <b>(b)</b> the tota	I value of all classe	s of	
3	At the end of the tax year, did the corporation own,		stock of the	corporation?			X
	directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution,		if 'Yes,' en	ter: (a) Percentage	owned		1.0
	see Section 267(c).)	X	• • •	ner's country >			
	if 'Yes,' attach a schedule showing: (a) name		e The corpor	ation may have to	file Form 5472,		
	and employer identification number (EIN), (b) percentage owned, and (c) taxable income or		Corporation	n Keturn or a 25% n or a Foreign Cor	Foreign-Owned U.S poration Engaged in	;	
	(loss) before NOL and special deductions of such		a U.S. Trad	de or Business. Er	ter number of	`	
	corporation for the tax year ending with or within your tax year.		Forms 5472	2 attached	, <b>&gt;</b> _		
_			O Charle thin	have left than an amount	— Vice lecued outlible	offered	
4	Is the corporation a subsidiary in an affiliated group or a parent-subsidiary controlled group?	x		•	tion issued publicly		
	If 'Yes,' enter name and EIN of the parent corporation				l issue discount nay have to file Fort		
	>		Information	the corporation if Return for Public	lay flave to file Port ly Offered Original I	ssue	i i-
			Discount In		-	į	
5	At the end of the tax year, did any individual, part-	1	9 Enter the a	mount of tax-ever	npt interest receive	d or	
-	nership, corporation, estate or trust own, directly or			ring the tax year.	•	None	/
	indirectly, 50% or more of the corporation's voting			-			
	stock? (For rules of attribution, see Section 267(c).)	X	10 Enter the n	umber of shareho	iders at the end of	the tax year	
	if 'Yes,' attach a schedule showing name and identifying number. (Do not include any information		(if 75 or fev	wer)		<b>-</b> 1	
	already entered in 4 above.)		11 If the como	oration has an NO	L for the tax year ar	nd is electing	
	Enter % owned ► 100.%				d, check here		
	See Statement 3		to lotedo ti	e carrypack being	u, theth here	··· 🖭	
6	During this tax year, did the corporation pay dividends		If the corpo	pration is filing a c	onsolidated return,	the	
	(other than Stock dividends and distributions in		statement i	required by Regula the attached or th	ations Section 1.150 e election will not b	)2-21(b)(3)(l)   e valid.	
	exchange for stock) in excess of the corporation's current and accumulated earnings and profits? (See		(ii) iii43(	4:			≥ feij
	Sections 301 and 316.)	X	12 Enter the a	vailable NOL carr	yover from prior tax	years	
	If 'Yes,' file Form 5452, Corporate Report of		(Do not red	fuce it by any ded	uction on line 29a.)		p.FS
	Nondividend Distributions.		<b>-</b> \$		<u>.</u>		
Note	t If the corporation, at any time during the tax year, had	assets of	r operated a bus	iness in a foreign	country or U.S. pos	session, it maj	y be
	ired to attach <b>Schedule N (Form 1120),</b> Foreign Operatio			o this return. See	Scheaule N for deta		
BAA		CPCA02	234L 01/01/02			Form 112	# (2001)

	n 1120 (2001)	29 59-22877	58						Page Z
1	inventory at beginning of year							1	
2	Purchases							2	
, <sub>3</sub>	Cost of labor								
4	Additional Section 263A costs (attach schedu							4	
5	Other costs (attach schedule)				See Sta	temer	1t 2	5	1,285,454.
6	Total. Add lines 1 through 5								1,285,454.
7	Inventory at end of year							7	
8	Cost of goods sold. Subtract line 7	from line 6. Enter here	and on lin	ne 2. pag	e 1	<b></b>		8	1,285,454.
9	Check all methods used for valuing			- a, paş	• • • • • • • • • • • • • • • • • • • •				
	(i) Cost as described in Regula	•							
	(ii) Lower of cost or market as		ns Section	1 471.4					
	(iii) Other (specify method used and at	_		1,4/14					
	• • • •	• •							
	Check if there was a writedown of s								
	Check if the LIFO inventory method		-	-	•				
(	If the LIFO inventory method was u	sed for this lax year, er	nter percen	itage (or	amounts) of cl	osing ir	rventory		
	computed under LIFO	****************	• • • • • • • • • •	<b></b>	• • • • • • • • • • • • • • • • • • • •		[	9d	
•	if property is produced or acquired	for resale, do the rules	of Section	263A ap	oply to the corp	oration`	? . <i></i>	• • • • •	Yes X No
1	Was there any change in determini	ng quantities, cost, or v	aluations b	etween	opening and				
	closing inventory? If 'Yes,' attach e	xplanation			· · · · · · · · · · · · · · · · · · ·		<u></u>		Yes X No
Sc	redule C Dividends and Sp	ecial Deductions		(a	) Dividends	(b	) Percentac	e	(c) Special deductions
	(see instructions)				received		•		(a) x (b) _
1	Dividends from less-than-20%-owne	ed domestic corporation	e that are						
•	subject to the 70% deduction (other	than debt-financed sto	ock)	.			70	l	
2	Dividends from 20%-or-more-owner		=			1			
~	subject to the 80% deduction (other	r than debt-financed sto	ck)				80		
3	Dividends on debt-financed stock of domestic					Se	e instr		
4	Dividends on certain preferred stock of less-t					+ -3	42	·	
5	Dividends on certain preferred stock of 20%-					+	48		
•		•		·		<del> </del>	40		
6	Dividends from less-than-20%-owner	ed foreign corporations						•	
	and certain FSCs that are subject to		• • • • • • • • • •	·	·	ļ	70		······································
7	Dividends from 20%-or-more-owned	foreign corporations				1			
	and certain FSCs that are subject to Dividends from wholly owned foreig	o the 80% deduction		·			80		
•	100% deduction (Section 245(b))	n subsidiaries subject t	o the				100	1	
9	Total. Add lines 1 through 8. See in	structions for limitation	<i>, , , , , , , , , , , , , , , , , , , </i>			(02)7-8			
10	Dividends from domestic cornerations renains	of the a ampel business income		i .		000000	######################################		
	company operating under the Small Business	Investment Act of 1958				1	100		
11	Dividends from certain FSCs that are subject	to the 100% deduction (Sec 2	245(c)(1))				100		
12	Dividends from affiliated group men	nbers subject to the 100	0%						
	deduction (Section 243(a)(3))						100		
13	Other dividends from foreign corporations not	t included on lines 3, 6, 7, 8,	or 11			_			
14	Income from controlled foreign corporations u	inder subpart F (attach Form)	s) 5471)	<u></u>		<b>.</b>		3,4	
15	Foreign dividend gross-up (Section	78)				1			
16	IC-DISC and former DISC dividends not include	ded on lines 1, 2, or 3 (Sectio	n 246(d))	<u></u>		<b>_</b>		: 4 l	
17	Other dividends		• • • • • • • • •	ANDRONNATOR		_			
18 18	Deduction for dividends paid on certain prefer	rred stock of public utilities .				100			VERNOUS AND VERNOUS MARKET MARKET AND
19	Total dividends. Add lines 1 through 17. Enter	er here and on line 4, page 1.	····· >	`					
<u> 20</u>	Total special deductions. Add lines	9, 10, 11, 12, and 18.	Inter here	and on I	ine 29b, page 1			<u>. • •  </u>	
اند	edule E Compensation of	UTTICETS (see instruc	tions for lin	ie 12, pa	ge 1.)				
_	Note: Complete Schedu							120) 2	
1	(a) Name of officer	(b)	(c) Perce	ent of voted			n stock owned		(f) Amount of
1		Social security number	to busi	ness	(d) Commo		(e) Preferre		compensation
ar	itza Gutierrez	267-73-2217	100	%	100		0.00		0.
			· · · · · · · · · · · · · · · · · · ·	%		%		%	
				%		%		%	
		<del>  -   -   -     -     -                </del>		%		%		%	
	Total assessments : :			%_		%	,	%	
2 3	Total compensation of officers		• • • • • • • • • •	•••••	· · · · · · · · · · · · · · · · · · ·	• • • • • •		۱۰۱	
ح ۵	Compensation of officers claimed or	n Schedule A and elsev	vnere on re	olum	· • • • • • • • • • • • • • • • • • • •	• • • • •	. <b></b>	۱۰۰۰۰ ل	
-	Subtract line 3 from line 2. Enter the				<i></i>		<del></del>	ا	
	•		CPCA0212L (	01.001.002					Form 1120 (2001)

Form		9-2287758		ELLO	Page 4
Sci	redule, Language Sheets per Books		of tax year	End of t	
	Assets	(a)	(b)	(c)	(d) 31.560
1			55,152.		21,560.
2a	Trade notes and accounts receivable	326,380.		171,180.	267 274
b	Less allowance for bad debts		326,380.	3,806.	167,374.
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities (see instructions)				
6	Other current assets (attach schedule)				
7	Loans to shareholders				
B	Mortgage and real estate loans				
9	Other investments (attach schedule)				
10a	Buildings and other depreciable assets	52,777.		52,777.	
	Less accumulated depreciation	36,266.	16,511.	43,070.	9,707.
	Depletable assets				
	Less accumu ated depletion				
	Land (net of any amortization)				
	intangible assets (amortizable only)			CONTRACTOR OF THE PROPERTY OF	
	Less accumulated amortization				And the state of t
14	Other assets (attach schedule) See. St 4.				3,552.
	Total assets		398,043.		202,193.
13	Liabilities and Shareholders' Equity		338,043.		
16			308,394.		151,994.
17	Mortgages, notes, bonds payable in less than 1 year		300,334.		
18	Other current liabilities (attach sch)SeeSt.5		28,108.		4,327.
19	Loans from shareholders			***	
20	Mortgages, notes, bonds payable in 1 year or more				
21	Other liabilities (attach schedule) See S.t . 6.		64,831.		49,700.
22	Capital stock: a Preferred stock				
	<b>b</b> Common stock	250.	250.	250.	250.
23	Additional paid-in capital				
24	Retzined earnings — Approp (alt sch),				4 079
25	Retained earnings — Unappropriated		<u>-3,540.</u>		-4,078.
26	Adjmint to shareholders' equity (att sch)			1.0	
27	Less cost of treasury stock		300 043		202 103
28	Total liabilities and shareholders' equity		398,043.		202,193.
	: The corporation is not required to complete Schedules M-1				·
	redule M-1 Reconciliation of Income	(Loss) per Books	With Income per	Return (see instruction	ns)
_	Net income (loss) per books	-538.	7 Income recorded		
2	Federal income tax per books		included on this r		
3	Excess of capital losses over capital gains		Tax-exempt interest 3		
4	Income subject to tax not recorded on books	C17-			
	this year (itemize):				
			8 Deductions on this rel	-	
5	Expenses recorded on books this year not		against book income		
	deducted on this return (itemize):		a Depreciation S		
a	Depreciation \$		b Charitable contribns S		
t	Charitable contributions . \$ 400 .		See Stmt 8	10,182.	
c	Travel & entertainment . \$ 1,476.				
	Statement 7 5,360.				10,182.
_		7,236.	9 Add lines 7 and 8	3	10,182.
	Add lines 1 through 5	6,698.	10 Income (line 28, page	1) — line 6 less line 9	-3,484.
	redule M-2 Analysis of Unappropria				)
	Balance at beginning of year			a Cash	
2	Net income (loss) per books		b Stock		
3	Other increases (itemize):		6 Other decreases		
		*		• •	
_		Control of the second	7 Add lines 5 and 6	5	
4	Add lines 1, 2, and 3	-4,078.	<b>-</b>	r (line 4 less line 7)	-4,078.
		CPCA0234L			Form 1120 (2001)
			~ · · · · · · · · · · · · · · · · · · ·		

## (Rev March 2002)

# Depreciation and Amortization (Including Information on Listed Property) See separate instructions.

OMB No. 1545-0172

2001

Internal Revenue Service			Attach to you	r tax return.			Iden	lifying Number
Name(s) Shown on Return	Creative Advertisi	ldeas ng Inc					١.	-2287758
Business or Activity to Which	This Form Relates	116, 1116.	<del></del>					
Form 1120								
Day Electi	on to Expen	se Certain listed property,	Tangible Property complete Part V before	Under Section you complete P	n 179 art I.			
			er limit for certain busin				1	\$24,000.
2 Total cost of Sec	ction 179 prope	rty placed in se	ervice (see instructions)				2	
3 Threshold cost of	of Section 179 p	property before	reduction in limitation.				3	\$200,000.
4 Reduction in lim	itation. Subtrac	t line 3 from lir	ne 2. If zero or less, ent	er -0			4	·
5 Dollar limitation	for tax year. St	ubtract line 4 fr	om line 1. If zero or les	s, enter -0 If ma	rried filing		5	
						(C) Elected cost		
	(a) Descr	ription of property		(b) Cost (business	se only)	(C) Electen cos		
				<del>                                     </del>		<del></del>		
5 Valada sanashi	Enter the amou	unt from line 2	9		7			
Listed property.	ct of Section 1"	79 property Ad	d amounts in column (d	1 lines 6 and 7			8	
			5 or line 8				9	
			3 of your 2000 Form 450				10	
11 Business income	e limitation. En	ter the smaller	of business income (no	t less than zero)	or line 5 (	see instrs)	11	
			nd 10, but do not enter				12	
			ld lines 9 and 10, less l		13			
			property. Instead, use F					
Part II Speci	al Deprecia	tion Allowa	nce and Other Dep	reciation (Do	not include	listed property	/. <b>)</b>	
14 Special deprecia	ation allowance	for certain pro	perty (other than listed	property) acquire	d after Se	ptember 10,	14	
15 Property subject	t to Section 168	B(f)(1) election	(see instructions)	• • • • • • • • • • • • • • • • • • •			15	
16 Other depreciati	on (including A	CRS) (see inst	ructions)	· • • • • • • • • • • • • • • • • • • •			16	
Part III MACF	RS Deprecia	ation (Do not	include listed property.)	(See instructions	5)			
			Sectio					C 904
			ce in tax years beginnin				17	6,804.
18 If you are election into one or more	e general asset	accounts, che	group any assets placed ck here	• • · • • • • • • • • • • • • •		<u> </u>		
			n Service During 2001				yste	
(2) Classification of pro	operty	(b) Month and year placed in service	(C) Basis for depreciation (business/investment use only — see instructions)	(d) Recovery period	(e) Conventio	n (1) Method		(g) Depreciation deduction
19a 3-year property	<u> </u>							
<b>b</b> 5-year property	<u></u>							
c 7-year property	(2000)	***	·					
d 10-year property			·					
e 15-year property								
f 20-year property	(3,000)			35		- C/1		
g 25-year property				25 yrs	мм	5/L 5/L		<del> </del>
h Residential rent				27.5 yrs	MM		_	
			<del></del>	27.5 yrs	MM	S/L S/L	_	+
Nonresidential r     property				39 yrs	MM MM	3/L 5/L		
		nada Blacad in	Sanda Buda 2004 T					l
		ssets riaced in	Service During 2001 T	ax Tear Using The	Anernau	Ve Depreciation		(ent
20 a Class life	009000			12 yrs		S/L		<b></b>
- b 12-year	<u> </u>			75 AI2	L	1 3/6		

Part IV Summary (See instructions)

23

6,804

21

21 Listed property. Enter amount from line 28..... Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations — see instructions.

2001 Federal Statements Creative Ideas	Page 1
Advertising, Inc.	 59-2287758
9/19/02  Statement 1 Form 1120, Line 26 Other Deductions	- 11:30AM
Auto and Truck Bank Charges Delivery and Freight Dues and Subscriptions Insurance Legal and Professional Meals and Entertainment Miscellaneous Office Expense P/roll processing Postage Presentations costs Security Telephone Total	8,379. 417. 335. 1,090. 24,970. 7,616. 1,476. 2,569. 1,847. 815. 674. 11,342. 724. 10,196. 72,450.
Statement 2 Form 1120, Schedule A, Line 5 Other Cost of Goods Sold  Mailings, couriers, promotions. Media costs. Other costs. Printing. Production costs. Sub-contracts. Supplies & office. Talent, models.  Total	46,068. 1,038,811. 35,768. 30,411. 34,711. 49,346. 4,753. 45,586. 1,285,454.
Statement 3 Form 1120, Schedule K, Line 5 50% or More Owners  Name : Maritza Gutierrez ID Number : 267-73-2217 Percentage Owned : 100.00%	
Statement 4 Form 1120, Schedule L, Line 14 Other Assets	Ending
Rent deposit \$ 0.	 3,552. 3,552.

2)01	Federal Statements  Creative Ideas  Advertising, Inc.	Page 59-228775
9/19/02		11:30A
Statement 5 Form 1120, Schedule L, Line 18 Other Current Liabilities		
		Beginning Ending
Accrued expenses	Total	\$ 24,905. \$ 0. 3,203. 4,327.
Taxes payables	Total	\$ 28,108. <b>\$</b> 4,327.
Statement 6 Form 1120, Schedule L, Line 21 Other Liabilities		
		BeginningEnding
Loan payable	Total	\$ 64,831. \$ 49,700. \$ 64,831. \$ 49,700.
Statement 7 Form 1120, Schedule M-1, Line 5 Book Expenses Not Deducted Prov for bad debts		
Statement 8 Form 1120, Schedule M-1, Line 8 Deductions Not on Books		
Bad debts w/off		Total \$ 10,182.
		•

<sub>---</sub>1120S

### U. S. Income Tax Return for an S Corporation

OMB No. 1545-0130

Do not file this form unless the corporation has timely filed Form 2553 to elect to be an \$ corporation.

2002

hiterna	Reven	ue Serv	-08				500 5	eparate instru	ctions.		<del></del>			٠		_
For	calend	ar yes	r 2002, or t	ax year be	ginning	)		and ending				_				
			f ek)cuan		Name							C	Empir	•	entification no	
	an S c			Uee TRS			Associates	nc.				<u> </u>		<u>65-0</u>	700476	
-				label			room or suite no	V . P O hos 600	page 11 of the	o instruct	(engi	D	Date i	ncorpo	reted	
		1/200		Other-	Number	Er, SUEGL SING	room or some no :	,	<b>pog</b>	•		1		11/2	1/1996	
	siness			wise,		4 S.W. 12	/th Court		State	710	ebda	1	Total	accets.	(see page 11)	
(94	ie brâ	BE 29-	31) .	print or type.	1	r town	•			331		17	. 4.4.		16.043	اه
5418	00				Mian	<u>×</u>			FL.			عبر				
FC	ack at	micab	le boxes:	(1	ı 🗀 in	ilial return (i	2) Final net	um (3) 📖 Ni	me change	(4)	JAddress	chen	ge (5)	'ليا ا	Autended teinai	' ,
		•				_	# - A									
Cauti	on: Ir	clude	ONLY Iradi	or busine	ss inco	me and exp	of the tax year enses on lines	ia ihrough 21.	See page 11	of the i	nstruction:	for I	nore i	nlonna	tion.	
-					1		b Less returns	and allowage	<u> </u>		1 1 c	Bei		16	128,352	2
	!	Gras	s receipts o	r sales	1	28,352	D CS22 (Manual	SIN SHOWS W	·					2	54,300	8
	2	Cost	of goods	sold (Sch	edule	A, line 5)		• • • • •		· · ·	• • •	•	· ·	3	74.046	5
ncom	3	Gros	is profit. S	ubtract lin	ne 2 fr	om line 1c					• • •	• •		4		+
8	4	Net	gain (loss)	from For	m 479	17, Part II, II	ne 18 (attach	Form 4797)						5		十
-5	5	Other	r income	Cost /all	ach se	hadula) .									74.04	<del>,  </del>
	6	TOT	AL INCOM	AE /LOSS	i). Cor	nbine fines	3 through 5_						-	6	74,04	_
	7	Com		AF AFFIRM	-	•								7	3,92	3]
		Sala	rice and w	vanne fin	e em	invinent of	edits)							8		
1	3	200	aire end a			, , , , , , , , , , , , , , , , , , ,								9	81:	3
į		Rep	ens end u	HENNIGHEN		· • • • • •								10		
•	10	880	geots	· · · ·	• • •		• • • • • • • • • • • • • • • • • • •		• • • •					11	2,50	0
-	11	Ken			• •		• • • • •	• • • • •	. ,		• • • •			12	70	1
	12	Tax	es and lice	mses .							• • •		• •	13		1
4	13	Inter	rest						• • •	مما	.1' ' '		27			+
7	14 =	Dep	reciation (	if require	i, atla	ch Form 45	62)			1 144	<del></del>	34	-			1
2	, t	Dep	reciation c	daimed o	n Sch	idule A and	l elsewhere o	n return		. [14]	2					_
Ť	` a	Sub	tract line 1	4h from i	Ine 14	<b>.</b>								14c	32	7
	15	Den	letion (DO	NOT DE	DUCT	OIL AND	GAS DEPLET	ION.)						15		_
	16	Adv	edisina											16		
	417	Pen	eine menfi	 Lebadaa		Nane								17		$\Box$ :
•	18	201	sion, pron	ranenny.		, .								18		T
Š		Emp	NOYGE DEI	ieni brogi	91118				• • • •	•	• • • •	•		19	27.15	1
춁	19	Oth	rocoucio	ous (ansc	IT SCTM	egule)	shown in the	, for sinks and	ma far tiga	 a 7 lbes		• •		20	35,41	_
3 1	20	101	AT DEDU	CTIONS.	AGG I	ve amonur	P SUGMII III II II	Har right colu	ma tor line	3 / UHC	, ngi i i	•		<del>   </del>	70,50	┭
Deductions					•			<b>.</b>						21	38,63	
	21	Ordi	nary incor	ne (loss)	from t	rade or bus	inese activitie	e. Subtract lin	e 20 from	line 5	<del></del>		<del>-                                    </del>		30,03	"—
	22	TAX	& Exce	es net pa	<b>8</b> 1/8	income tax	(attach sched			22						-
	t	Tax	from Sche	dule D (I	farm 1	1205) .				[22]	<u> </u>					١
		Add	lines 22s a	nd 22b (se	e page	16 of the in:	structions for ac	ditional taxes)		• . •				22c		
₽.	23	PAY	MENTS: 1	2002	imated	LEY ASVINED	is and amount	ecolled from 20	O1 return .	23	•1		1	×4.5		
ě		Tav	denocited	with East	- 700	A				23	<b>b</b>					1
nd Payment			G for Fact	emiler -	nid ee	Gude (ana	ch Farm 4136	```		23	2					- 1
2	ן י	- UIC(	# 107 F <b>EQ</b>	Market Care		INDIS (SINGL	a. Full 7 130	,	• • • •					23d		- 1
2		HOO	BUG 729	mrough 3	LJC .	M Part #5						<u> </u>	1	24		1
=	24						20 is attached					_	J	┝╌┤		+
ا ۾	25						is larger than		er emonin	OWOG.	age bede	•	-	1 4		1
-	1	<b>4</b> of	the instru	ctions for	depos	illory metho	od of payment		• • • •	• •	• • •	•	=	25		-+-
	26	OVE	RPAYME	NT. If line	23d I	s larger tha	in the total of	lines 22c and	24, enter s	nuoʻnut	overpaid	٠,		26		+
	27	Emer	amount of M	se 26 vou w	ME CRE	DITED TO 20	03 ESTMATED 1	AX D	<u>-</u>		REFU	NDE		27		
		11000	-			al I became morned	want this return is	ciudino accomos	nying schoolule	es erni si	siements, a	nd to 1	us per	ו מו וים ו	knowledge	
Sig	n	and b	esiot, it is true	2. COTTEC! 81	is egris	iete, Decieret	on of busbaras (on	et than saspayer)	is based on al	informe	ven of which	u breib	BLEL 1/1	a any ki	iomecăe.	
		1			J,		~ <i>( (</i> ) Ir	7) [V]	<b>.</b> 0 -	.1	1 1	M	y vie i	RS disc	use this return will	it the
Hei	e				<b>/</b>	<u> </u>		<u>zy</u> N	Tres	iden	<del>/-</del>	pr	-	shown b	100v (988	
			Signature	of officer		7	2 BZ []		Yitte			ins	iructio	15)?	X Yes 🔲	No
		1						<del></del>		1.	hands 'd acid		10-		SSN or PTIN	
			Preparers					lo	210	- 1	Lhock if self.	_	۳۱ ۲	parer 1	33R 91 F (IR	
Paid	-		eignature						2/5/200	3	mployed		بلل			
•	satet,	-	Firm's nen	ne (or			A, GONZAL		Α		E			5-0770	H15	
Use	Only		yours if se	fl-employed	). <b>D</b>	8180 NV	V 36 STREET	SUITE 230				none (				
			1.	nd ZIP code	•	MAM			Suk	e FL		P cod	•	3316	66-6845	
8040				-0.00-01-0										Som	11205	(2002

PHONE NO. : 53 /

Form 1120\$ (2002)	Carmen Morris & Associates Inc.	65-0700476	V Page 2
A Suboris	Cost of Goods Sold (see page 17 of the instructions)		
1 Inventory a	beginning of year		<del></del>
		3 2	
3 Cost of lab	<b>X</b>	3	+
	ection 263A costs (attach schedule)		54,306
5 Other costs	(attach schedule)		54,306
7 loveston a	end of year	7	
8 COST OF	GOODS SOLO. Subtract line 7 from line 6. Enter here and on page 1, line 2		64,306
	ethods used for valuing closing inventory: (i) Cost as described in Regu	detions section 1.4	71-3
	er of cost or market as described in Regulations section 1.471-4		*
(iii) Oon	er (specify method used and attach explanation)		
	we was a writedown of "aubnormat" goods as described in Regulations section 1.4	171-2(c)	: ., ▶□
	LIFO inventory method was adopted this tax year for any goods (if checked, atta		
4 KINALISO	remony method was used for this tax year, anter percentage (or amounts) of clo		
	provided under LIFO	90	1 3 1
	s of section 283A (for property produced or sequired for resale) apply to the corpo	reline?	Yes X No
			Yes X No
	ry change in determining quantities, cost, or valuations between opening and closing inventor	ory?	THE TOWO
	h explanation.		
B. B. S.	Other Information	·	_ Yes No
4 05	od of accounting: (a) X Cash (b) Accrusi (c) Other (specifi	A .	1 163 160
1 Check med	iod of accounting: (a) X Cash (b) Accrust (c) Other (specify list on pages 29 through 31 of the instructions and state the corporation's princip	<u> </u>	— <b>I</b>
	is activity Public Relations (b) Product or service Sen		
	poration at the end of the tex year own, directly or indirectly, 60% or more of the w		nestic
corneration	? (For rules of attribution, see section 267(c).) If "Yes," attach a schedule showing	r (a) name, addres	s and
employer in	entification number and (b) percentage owned		×
4 Was the co	rporation a member of a controlled group subject to the provisions of section 1561	?	X
	on if the corporation has filed or is required to file FORM 8264, Application for Registration of		
10	pox if the corporation issued publicly offered debt instruments with original issue d		
	rporation may have to file FORM 8281, information Return for Publicly Offered Or		
Instruments		, ,	
7 If the corpo	ation: (a) was a C corporation before it elected to be an S corporation OR the cor	poration acquired	
	busis determined by reference to its basis (or the basis of any other property) in		
C corporati	on AND (b) has net unrealized built-in gain (defined in section 1374(d)(1)) in excel	es of the net recog	rized
built-in gain	from prior years, enter the net unrealized built-in gain reduced by net recognized	built-in gain from s	ntor
	page 17 of the instructions)		
	ox if the corporation had accumulated earnings and profits at the close of the tax	year (see	
	he instructions)	· · · · · · · · · · · · · · · · · · ·	
	oration's total receipts (see page 29 of the instructions) for the tax year AND total		
	rar less than \$250,000? If "Yes," the corporation is not required to complete Schel		
NOUS: If the corpor SCHEDULE NIEC	ation had assets or operated a business in a foreign country or U.S. possession, RM 1120), Foreign Operations of U.S. Corporations, to this return. See Schedule	it may be required	to attach
She die K	Shareholders' Shares of Income, Credits, Deductions, etc.	N IOF GERERS.	
		<del></del>	45. 7.504.0004.00
1 0	· (a) Pro rata share items	, 1	(b) Total amount
-	printry income (loca) from teads as huminous authorica (ness 1 line 28)		
	rdinary income (loss) from trade or business activities (page 1, line 21)	, 1	38,631
	et income (loss) from rental real estate activities (attach Form 8825)		3
3 a G	et income (loss) from rental reel estate activities (ettach Form 8825) ross income from other rental activities		
3 a G	et income (loss) from rental reel estate activities (attach Form 8825) ross income from other rental activities spenses from other rental activities (attach schedule)	2	
3 a G	et income (loss) from rental reel estate activities (attach Form 8825) ross income from other rental activities  xpenses from other rental activities (attach schedule) et income (loss) from other rental activities. Subtract line 3b from line 3a	2	
3 a G	et income (loss) from rental reel estate activities (attach Form 8825) ross income from other rental activities spenses from other rental activities (attach schedule)	3e	
3 a G	et income (loss) from rental reel estate activities (attach Form 8825) ross income from other rental activities  xpenses from other rental activities (attach schedule)  st income (loss) from other rental activities. Subtract line 3b from line 3e ontfolio income (loss):	3c 3c	64
3 a G	et income (loss) from rental reel estate activities (attach Form 8825) ross income from other rental activities  xpenses from other rental activities (attach schedule) et income (loss) from other rental activities. Subtract line 3b from line 3a ontfolio income (loss): terest income	3e	64
3 a b c R 4 a b c R	at income (loss) from rental real estate activities (attach Form 8825) ross income from other rental activities  xpenses from other rental activities (attach schedule) et income (loss) from other rental activities. Subtract line 36 from line 36 ortfolio income (loss): terest income rdinary dividends ovally income	3c 3c 4e 4b	64
3 a b c R 4 a b c R	et income (loss) from rental reel estate activities (attach Form 8825) ross income from other rental activities  xpenses from other rental activities (attach schedule) et income (loss) from other rental activities. Subtract line 36 from line 3a ortfolio income (loss): terest income rdinary dividends ovally income et short-term capital gain (loss) (attach Schedule D (Form 120S))	3c 3c 4e 4b 4c 4d	<b>&amp;</b>
3 a b c c d c d c d c d c d c d c d c d c d	et income (loss) from rental reel estate activities (attach Form 8825) ross income from other rental activities  spenses from other rental activities (attach schedule) et income (loss) from other rental activities. Subtract line 36 from line 3a ortfolio income (loss): terest income rdinary dividends ovally income et short-term capital gain (loss) (attach Schedule D (Form 120S)) Net long-term capital gain (loss) (attach Schedule D (Form 1120S))	3c 3c 4e 4b	<b>&amp;</b>
3 a d c c d c d c (5 c c c c c c c c c c c c c c c c c	et income (loss) from rental reel estate activities (attach Form 8825) ross income from other rental activities  spenses from other rental activities (attach schedule) et income (loss) from other rental activities. Subtract line 36 from line 3a ortfolio income (loss): terest income rdinary dividends ovally income et short-term capital gain (loss) (attach Schedule D (Form 120S)) Net long-term capital gain (loss) (attach Schedule D (Form 1120S))	3c 3c 4e 4b 4c 4d	<b>64</b>
3 a b c p c b c b c p c p c p c p c p c p c	et income (loss) from rental reel estate activities (attach Form 8825) ross income from other rental activities  spenses from other rental activities (attach schedule) et income (loss) from other rental activities. Subtract line 36 from line 3a ortfolio income (loss): terest income rdinary dividends ovally income et short-term capital gain (loss) (attach Schedule D (Form 120S))  Net long-term capital gain (loss) (attach Schedule D (Form 1120S))  28% rate gain (loss)  (3) Qualified 5-year gain	2 3c 4e 4d	64
3 & D & R & C & C & C & C & C & C & C & C & C	et income (loss) from rental reel estate activities (attach Form 8825) ross income from other rental activities  xpenses from other rental activities (attach schedule) et income (loss) from other rental activities. Subtract line 36 from line 3a ortfolio income (loss): terest income rdinary dividends ovally income et short-term capital gain (loss) (attach Schedule D (Form 1120S))  Net long-term capital gain (loss) (attach Schedule D (Form 1120S))  28% rate gain (loss)  (3) Qualified 5-year gain	2 3c 4e 4d	64
Program (1088)  See No. 10 See No	et income (loss) from rental reel estate activities (attach Form 8825) ross income from other rental activities  xpenses from other rental activities (attach schedule) et income (loss) from other rental activities. Subtract line 36 from line 3a ortfolio income (loss): terest income rdinary dividends ovally income et short-term capital gain (loss) (attach Schedule D (Form 120S))  Net long-term capital gain (loss) (attach Schedule D (Form 1120S))  28% rate gain (loss)  (3) Qualified 5-year gain et section 1231 gain (loss) (other than due to casualty or theft) (attach Form 4797)	3c 4a 4b 4c	64

146 : ON BNOH

Form 1	1120S (2(02) Carmen Morris & Associates Inc.	65-0700	476	Page 3
Sphed	Shareholders' Shares of Income, Credits, Deductions, etc. (continued)			
-	(a) Pro rata share items		(b)	Total amount
Ž	7 Charitable contributions (attach schedule)		7	6,443
Ďeckecíkons	8 Section 179 expense deduction (attach Form 4562)		8	
를	3 Deductions related to portfolio income (foss) (itemize)		9	
&	10 Other deductions (attach schedule)	<u> </u>	10	
¥				
	11 a interest expense on investment debts			
beestment fateress	b (1) Investment income included on lines 4s, 4b, 4c, and 4f above			64
	(2) Investment expenses included on line 9 above			
٠,			12a	
	b Low-income housing credit:			Ī
en en	(1) From partnerships to which section 42(j)(5) applies			
Credits	(2) Other than on line 12b(1)		12b(2)	
Š	C Qualified rehabilitation expenditures related to rental real estate activities (attach Form 346)	8)	123	
	d Credits (other than credits shown on lines 12b and 12c) related to rental real estate activities	<b>s</b>		
	e Credits related to other rental activities			
	13 Other credits		13	
J 😫	14 a Depreciation adjustment on property placed in service after 1986		14a	
Adjustmite & Tax Preference items	Adjusted gain or loss , , , , , , , , , , , , , , , , , ,		14b	
- R	© Depletion (other than oil and gas)		14c	
Ęĕ	d (1) Gross income from oil, gas, or geothermal properties		144(1)	
<b>1</b>	(2) Deductions allocable to oil, gas, or geothermal properties		14d(2)	
<u> </u>	Other adjustments and tax preference items (attach schedule)		140	
	15 a Name of foreign country or U.S. possession			
	b Gross income from all sources			
	Gross income sourced at shareholder level			
,	d Foreign gross income sourced at corporate level:			
į.	(1) Passive , , ,		15d(1)	
	(<) Listed categories (attach schedule)			
Foreign Taxes	(3) General limitation			
됸	Deductions allocated and apportioned at shareholder level;			
₫.	(1) Interest expense			
	(2) Other		15e(2)	
-	f Deductions allocated and apportioned at corporate level to foreign source income			
	(1) Passive		151(1)	
	(2) Listed Categories (attach schedule)		15(2)	
	(3) General limitation 9 Total foreign taxes (check one): Paid Accrued		15f(3)	
	9 Total foreign taxes (check one): Paid Accrued		15g	
	n Reduction in taxes available for credit (attach schedule)		15h	
	16 Section 59(e)(2) expenditures: a Type ▶ b Arr	ount 🕨	16b	
	17 Tax-exempt interest income		17	
	18 Other tax-exempt income		18	
-	19 Nandeductible expenses	[	19	1,339
8	20 Total property distributions (including cash) other than dividends reported on line 22 below	[	20	29,487
0	21 Other items and amounts required to be reported separately to shareholders (attack)	ch	The state of	
	schedule)			1
	22 Total dividend distributions paid from accumulated earnings and profits	]	22	
1	23 INCOME (LOSS). (Required only if Schedule M-1 must be completed.) Combine lines 1 throi	ugh 6 in	area .	
	column (b). From the result, subtract the sum of lines 7 through 11a, 15q, and 16b	[	23	32,252

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147

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	11205 (2002)		Inc.		65-0700476	Page
100		ition is not required to complete Schedules Balance Sheets per Books		g of lax year	<del></del>	f tax year
		Assets	(a)	(b)	. (c)	(d)
1			THE REAL PROPERTY.	6.878	<b>建筑建设设置</b>	962
2 =		a and accounts receivable		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
· t		ence for bad debts				
3	Inventories					
•	U.S. Gover	mment obligations				
3	Tax-exemp	X securities				
٠,٠	Coner curre	M assets (attach schedule)		<del></del>		7,179
	Modern to si	and real estate loans		<del></del>		7.085
ŏ	Other inves	stments (attach schedule)	<b>引起了对这是</b>			<del></del>
10 =	Buildings a	ind other depreciable assets	2.740	1343 A	2.740	
6	Less accur	mulated depreciation	1,598	1,144	1,923	817
11 a	Depietable	assets				
b	Less accur	mulated depletion ,				
12	Land (net d	of any amortization)	11/1/1/1/1/		Sec. 3. 1. 6. 1.	
13 a	Intangible (	Pasets (amortizable only)				*
b		nulated amortization				
14	Other asse	ts (attach schedule)			and the second	
15	Total asset	<b>s</b>		8,022	1 17 40 18	18,043
40	Liabilities	and Shareholders' Equity				
16	Accounts p	ayable ,				
17 18	Mongages, r	notes, bonds peyable in less than 1 year .				
19	Loons from	ent liabilities (attach schedule)				
20	Mortnages o	notes, bonds payable in 1 year or more				
21	Other liabili	illes (attach schedule)				
22	Capital stoc	*		100		100
23	Additional c	paid-in capital		16,493		100 16,493
24 ,	Retained er	arnings		-8,021		10,433
25 _"	Adjustments	to shareholders' equity (attach schedule)		-550		-550
26 '	Less cost o	f treasury stock		)	Later Frederick	1
27	Total liabilit	ies and shareholders' equity		8,022		16,043
	可以表示		er Books With Incor	ne (Loss) per Retur	X Check to co	implete Sch M-1 & M-2
1	Net income (	loss) per books	30.913	5 Income recorded on a	ooks this year not included	
2	Income Inclu	ded on Schedule K, lines 1 through		on Scheduse K, linea 1	through 6 (nemize):	• .
	e, not record	ed on books this year (itemize):		Tax-exempt interes		İ
•	Experies as			_		
•	included an S	corded on books this year not schedule K, lines 1 through	1		d on Schedule K, lines	
	11a 15c and	i 16b (itemize);		1 through 11a, 15g,	and 16b, not charged	
	Depreciation	e	ĺ		e this year (itamize);	
b	Travel and en	ntertainment 8 1,339		<ul> <li>Depreciation</li> </ul>	\$	
				<del></del>		j.
			1,339	7 Add lines 5 and 6		<del></del>
4_	Add lines 1 th		32,252	B Income (foss) /Bek K I	100 241   Inc. 4   Co. 2	32,252
30	01211-22	Analysis of Accumulated Adjustme	ents Account, Other	Adjustments Accou	nt and Shareholde	rs'
		Undistributed Taxable Income Prev	riously Taxed (	ee page 26 of the ins	tructions)	· <del>-</del>
			(a) Accumulated	(b) Other adjust	ments (c) Sharer	nalders' undistributed
4	Raianna	Agricolog of Assurance	adjustments accoun	t account		ome previously taxed
2	Ordinary inc	Peginning of tex year	-8,021			
3	Other addition		38,631			
		1ge 1, line 21		H-42		
5	Other reduct	ions .	<b>6</b> 6 1 1 1 2 1	<b>公司等</b>		
8	Combine line	es 1 through 5	22,892	<del>-//11</del>		
7	Distributions	other than dividend distributions	22,892			<u> </u>
8 1	Balance at enc	of tax year. Subtract line 7 from line 6				
		•				44000

148. **b** 

SCHEDULE K-1  (Form 11205)  Shareholder's Share of Income, Credits, Deductions, etc.					
Shareholder's identifying nu	imber ➤ 261-41-5808 .	Corporation's identifying		<u> X0476</u>	
Sharsholders name, address, Cermen Morris 15074 SW 127th Court	and ZIP code	Corporation's name, addre Carmen Morris & Associ 15074 S.W. 127th Cou Mismi, FL., 33186	siates Inc.		
B Internal Revenue Servi	ge of stock ownership for the year ce Center where corporation filed number (see instructions for Sche	(see instructions for Schedule K- ts return Philadelphia, PA	1)	<b>&gt;</b>	

D	Check ap	plicable baxes: (1) Final K-1 (2) Amended t	<b>(-1</b>		
		(a) Pro rata chare items		(b) Amount	(c) Form 1040 filers enter the amount in column (b) or:
	11	Ordinary income (loss) from trade or business activities	1	38,631	See page 4 of the Share-
	2	Net income (loss) from rental real estate activities			holder's instructions for
	3	Net income (loss) from other rental activities	1 3 1		Sch. K-1 (Form 11206).
	4	Portfolio income (loss):			, ,
		interest	42	64	Sch. B, Part I, line f
	, i	Ordinary dividends			Sch. B. Part II, line S
	ءَ ا	Royalties		, ,	Sch. E. Part I. line 4
1	ا م	Net short-term capital gain (loss)			Sch. D, line 5, col. (1)
2		e (1) Net long-term capital gain (loss)			Sch. D, line 12, cot. (f)
1	1				Sch. D, line 12, col. (5)
₫	1				Line 5 of worksheet for
7	1	(3) Qualified 5-year gain	4e(3)		Sch. D, line 29
	11. 1	Other partiallo income (loss) (attach schedule)			(Enter on return.)
					See Shareholder's Instructions
	ľs	Net section 1231 gain (loss) (other than due to casualty or theft)	. 5		for Schedule K-1 (Form 11208).
	116	Other income (loss) (attach schedule)			(Enter on return.)
	7	Charitable contributions (attach schedule)	7	6,443	Sch. A. fine 15 or 16
į		Section 179 expense deduction			See page 8 of the Shareholder's
Į		Deductions related to portfolio income (loss) (strach schedule)	•	•	Instructions for Schedule K-1
_4	10	Other deductions (attach schedule)	10		(Form 1120S).
3 :	11 a	Interest expense on investment debts	112		Form 4952, line 1
- 1	b	(1) Investment income included on lines 4e, 4b, 4c, and 4f above	116(1)	64	3 See Shareholders Instructions
1,		(2) Investment expenses included on line 9 above	116(2)	·	for Schedule K-1 (Form 1120S).
	12 a	Credit for alcohol used as fuel	12a		Form 6478, line 10
	<b>b</b>	Low-income housing credit:			
	Ì	(1) From section 42(j)(5) partnerships	12b(1)		Form 8586, line 5
	1	(2) Other than on line 12b(1)	. 12b(2)		) Form 6300. Will 3
2		Qualified rehabilitation expenditures related to rental real estate			•
8	1	activities , , ,	120		Y
	0	Credits (other than credits shown on lines 12b and 12c) related			See pages 6 and 7 of the
	1	to rental real estate activities	124		Shareholder's Instructions for
	•	Credits related to other rental activities	120		Schedule K-1 (Form 11205).
	13	Other credits	13		<u> </u>
For	Paperwoi	k Reduction Act Notice, see the Instructions for Form 1120S.	OITA)	Seh	eduje K-1 (Form 1120S) 2002



149 : 'ON BNOHE

2002

1 		(Form 1120S) 2002 Carmen Morrie		261-41-580	Page 7
Sche	Law K-1	(a) Pro rata share items		(b) Amount	(c) Form 1040 filers enter the amount in column (b) on:
Statement and	14 =	Depreciation adjustment on property placed in service after 1986	144		See page 7 of the
		Adjusted gain or loss	. 146		Shareholders
		Depletion (other than oil and gas)	140		Instructions for
	9		144(1)		Schedule K-1 (Form
	l	(2) Deductions allocable to oil, gas, or geothermal properties	140(2)	· · ·	1 120S) and Instr.
		Other adjustments and tax preference items (attach schedule)	14e	~~~~~	for Form 6251
		Name of foreign country or U.S. possession			
		Grass income from all sources	15b		· ·
		Gross income sourced at shareholder level	15c		
	4	Foreign gross income sourced at corporate level:	45-441		
	1	(1) Passive	150(1)		
	ł	(2) Listed categories (attach schedule)	150(3)		
8		(3) General limitation	130(3)		
2	•	Deductions allocated and apportioned at shareholder level:	150(1)		) Form 1116, Part I
2	1	(1) interest expense	15e(2)		
foreign Taxe		(2) Other  Deductions allocated and apportioned at corporate level to foreign			
Z	(				•
	1	source income: (1) Passive	158(1)		
		(1) Listed categories (attach schedule)	15(2)		
	1	(2) General limitation	15f(3)		,
		Total foreign taxes (check one):	15g		Form 1116, Part II
		Reduction in taxes available for credit (attach schedule)	15h		See Instr. for Form 1118
	16	Section 59(e)(2) expenditures: a Type ▶			See Shareholder's Instructions
	<b>b</b>	Amount	16b		for Schedule K-1 (Form 1120S).
	117	Tax-exempt interest income	17		Form 1040, line 8b
	18	Other tax-exampt income	18		
•	119	Nondeductible expenses		1,339	Bee page 7 of the Share-
<b>1</b>	,20	Property distributions (including cash) other than dividend			holder's instructions for
8	T	distributions reported to you on Form 1099-DIV	20	29,487	Schedule K-1 (Form 1120S).
	21.	Amount of loan repayments for "Loans From Shareholders"	21		<i>!</i>
	22	Recapture of low-income housing credit:			
		From section 42(j)(6) partnerships	220	•	Form 8611, line &
	23	Other than on fine 22a Supplemental information required to be reported separately to each si	220		
mental information		space is needed):			
Proposition .		COP	Y		

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## **Depreciation and Amortization**

MB No. 1545-0172

2002 (including information on Listed Property) (Rev. March 2002) approximate of the Traditory ternal Reserves Service (98) See separate instructions. Altach to your lax return. Business or activity to which this form relates Identifying number Name(s) shown on return 65-0700476 Public Relations Carmen Morris & Associates Inc. Election To Expense Certain Tangible Property Under Section 179 Note: If you have any listed property, complete Part V before you complete Part I. 24.000 Meximum amount. See page 2 of the instructions for a higher limit for certain businesses Tetal cost of section 179 property placed in service (see page 2 of the instructions). 200.000 3 Threshold cost of section 179 property before reduction in limitation . . . . Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-Dollar limitation for tax year. Subtract line 4 from line 1, if zero or less, enter -0-. If married filing separately, see page 2 of the instructions (c) Elected cost (b) Cost (business use only) (a) Description of property Listed property. Enter the amount from line 29 8 Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7 9 10 10 Carryover of disallowed deduction from line 13 of your 2001 Form 4562, . . . . . 11 11 Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions) 12 12 Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11 . 13 Carryover of disallowed deduction to 2003. Add lines 9 and 10, less line 12 Note: Do not use Part II or Part III below for listed property. Instead, use Part V. Part H Special Depreciation Allowance and Other Depreciation (Do not include listed property.) 14 Special depreciation allowance for qualified property (other than listed property) placed in service during the tex year (see page 3 of the instructions) . . . . . . . . . . 15 15 Property subject to section 168(f)(1) election (see page 4 of the instructions) 16 Other depreciation (including ACRS) (see page 4 of the instructions) . Part III MACRS Depreciation (Do not include listed property.) (See page 4 of the instructions.) Section A 17 17 MACRS deductions for assets placed in service in tax years beginning before 2002 18 If you are electing under section 168(i)(4) to group any assets placed in service during the tax year into one or more general asset accounts, check here Section 8 - Assets Placed in Service During 2002 Tax Year Using the General Depreciation System (b) Month and **(g)** (c) Basis for (d) Recovery (1) (e) year placed Convention Method Depreciation decreciation period (a) Classification of property in service deduction Basinessánacemen 19 a 3-year property **b** 5-year property c 7-year property d 10-year property 15-year property f 20-year property g 25-year property 25 yrs. 27.5 yrs. h Residential rental MM SA property 27.5 yrs. MIL S/L i Nonresidential real 39 yrs. MM SA property MM S/L Section C - Assets Placed in Service During 2002 Tax Year Using the Alternative Depreciation System 20 a Class life SIL b 12-year SIL 12 yrs c 40-year S/L MM Part IV Summary (see page 6 of the instructions) 21 Listed property. Enter amount from line 28 . . . 22 Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in rumb (g), and line 21.

(HTA)

Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions

23 For assets shown above and placed in service during the current year, enter the portion

Form 4562 (2002)

of the basis attributable to section 263A costs For Paperwork Reduction Act Notice, spe separate instructions.